

D 9373

SHANGHAI MUNICIPAL POLICE.

File No.

S.I. Special Branch, *Station*

REPORT

Date August 22, 1939.

Subject Shanghai Tenants' Association - proposal to hold mass

meeting of tenants on Wednesday, August 23rd

Made by D.S.I. MacVie

Forwarded by *C. Campbell*

Further to attached report on the formation of a 'Shanghai Tenants' Association," Mr. W. M. LACOSTRA, a principal promoter of the organization was interviewed by A.C. (Special Branch) at Police Headquarters on the afternoon of August 21st when the danger of holding an open meeting attended by persons of all nationalities was pointed out to him.

As a result of this interview a meeting of the organizers of the Association was held in Mr. LACOSTRA's flat No.45 Garden Apartment, 1173 Bubbling Well Road at 6 p.m., August 21st when the advice of A.C. (Special Branch) regarding possible disturbances leading to breaches of peace at the mass meeting was discussed.

It was finally decided that the meeting would be open to tenants of all nationalities but that no representative of the landlords would be present. No debates would be permitted.

The agenda of the meeting follows :-

Introduction of Mr. E.S. LITTLE as Chairman of the meeting.

Reading of notice convening the meeting by Secretary.

Speeches by the following speakers representing the following communities, British, American, Russian and German :-

*L.P.
The sponsors
of this meeting
have been
persuaded to,
at least,
postpone the
meeting.*

*Further report
in due course*

*R.E. Lake
A.C.
22/8*

*For A
See*



SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,
Date

- 5 -

Subject

Made by

Forwarded by

Mr. J.S. CHISHOLM, British, Manager of
Messrs. A.S. Watson & Co.'s Western
Branch Pharmacy, 1175 Bubbling Well
Road.

Mr. Carol MCGOFF, American, news commentator
of Radio Station XHHA, 445 Race Course Road.

Mr. L.V. ARNOLDSON, Russian, editor of the
"Shanghai Maria." 774 Avenue Joffre.

Dr. A. Von LICHTEN, German (Austrian),
Physician, 934 Bubbling Well Road.

These speeches are being prepared by the
speakers themselves and endeavours are being made
to obtain copies.

The following resolutions will then be put
to the meeting :

Resolutions

- (A) It is the opinion of this meeting that the
present increase in rentals and the practice
of charging the same in terms of foreign
currencies is uncalled for, unnecessary and
inflicts serious hardships on this community.
- (B) It is the feeling of this meeting that unity
is strength and that it is only by concerted
action that we may hope to impress upon some
of the landlords the unreasonableness of their
demands and arrive at an equitable level in
rentals.
- (C) That this meeting appeals to the Council of
the S.M.C., the C.M.F. and the Consular Body
to invoke legislation preventing profiteering
in rentals.

At the conclusion of the meeting the Chairman
will remark that the representatives of the landlords
have expressed the wish to meet a representative
(international) body of tenants in order to put

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

- 3 -

Subject

Made by

Forwarded by

before them their reasons for increased rentals etc. The Commission will then suggest that the original committee be empowered to co-opt members so that those nationalities not so far represented on the Committee will be so.

A number of stewards is being organized by the Association to control the meeting. They will be posted at the doors and in the hall. Police protection will also be requested from Central Police Station.

Arrangements will be made to keep in touch with Mr. MACCUSTRA and any further developments will be reported upon.

R. W. MacArthur

D. S. I.

A.C. (Special Branch).

SHANGHAI MUNICIPAL POLICE.

File No.

Section 1, Special Branch *14/46*,
REPORT

Date August 21, 1939.

Subject Shanghai Tenants Association.

Made by D.S.I. MacAdie

Forwarded by *[Signature]*

With reference to the attached articles in the Foreign press referring to the establishment of a "Shanghai Tenants Association" Mr. W. M. Macoustra, a promoter of the organization, was interviewed at his residence Apartment 45 Garden Apartments, Lane 1173 Bubbling Well Road, on the morning of August 21st.

Mr. Macoustra who is a lecturer at the Lester School and Technical Institute, 505 East Seward Road, stated that the formation of the Shanghai Tenants Association was largely brought about through the medium of correspondence in the local press as a result of allegedly excessive rentals charged by certain landlords.

A meeting of those interested was held in Mr. Macoustra's flat at 6 p.m. August 18th, the agenda of which follows:-

" Representatives from the tenants will be present from the following apartments:- Brookside Apartments, Garden Apartments, Grosvenor Gardens, Embankment Buildings, Medhurst Apartments, Bubbling Well Apartments, I. S. S. Apartments (Avenue Joffre), Verdun Terrace.

For the purpose of this meeting it is at once necessary to appoint -

- (1) A Chairman.
- (2) A Secretary.

Agenda

- (a) Discuss the formation of a Public Association

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

-2-

Subject

Made by

Forwarded by

of Tenants.

- (b) The name of the Association.
- (c) Objects of the Association.
- (d) Election of a Committee.
- (e) Dues ---- the disposition of the funds of the Brookside & Garden Apartments Association.
- (f) Publicity.
- (g) Date and place of a General meeting of all tenants concerned to be decided upon.
- (h) Any other competent business.

With reference to the preliminary requirement, Mr. J. S. Chisholm, manager of Messrs. A. S. Watson & Co.'s Western Branch Pharmacy, 1175 Bubbling Well Road, was elected Chairman while Mrs. C.J. Merritt, wife of C.A. C.J. Merritt attached to Police Specials, was appointed Secretary.

Two resolutions were passed at the original meeting on August 18th which set out the aims of the Association. These resolutions are given below:-

It was resolved:- (a) This Association is being formed in the interests of all tenants of every nationality to protect them from the action of those landlords who are taking advantage of the present abnormal conditions to demand excessive and unwarranted increases in rentals, which action is putting an unbearable load on the residents of Shanghai and thereby jeopardising the economic structure of this

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

Subject

-3-

Made by

Forwarded by

city. (b) To act as a liaison between tenant and landlord.

A committee of five persons was appointed out Mr. Macoustra stated that he was unable to reveal the names of these people, most of whom were connected directly or indirectly with real estate and the making public of their identities might jeopardize their positions vis-a-vis their employers and/or clients. These persons were acting in an advisory capacity owing to their inside knowledge of the property situation and their connection with the Association as officials would be only temporary.

It was further decided upon at the meeting that a mass meeting of tenants would be held in the Union Church, Soochow Road, at 5.15 p.m. Wednesday August 23rd. Mr. E. S. Little would serve as Chairman of the meeting and at the meeting it was intended that the audience elect a permanent committee and secretary with a public standing to whom the original promoters would hand over the task of looking after the interests of the Shanghai tenants.

Mr. Macoustra stated that he had overlooked the question of applying to the Police or the Shanghai Municipal Council for permission to hold the mass meeting but intended to make application to the Commissioner of Police at the earliest opportunity. The agenda of the mass meeting was not yet complete but Mr. Macoustra promised to supply Special Branch

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

..... Station,

Date..... 19

Subject (in full)

-4-

Made by Forwarded by

with a copy on August 22nd.

W. Mac Artie.

D. S. 1.

A.C. (Special Branch)

SHANGHAI MUNICIPAL POLICE

File No. 11111
STORY

REPORT

Central Station

Date: Jan. 4th, 1940

Subject: Mr. G.T. Lloyd's complaint re noisy work carried in Chinese shop under his flat No. 4 at 374 Kiangse Road.

Made by: sub-Insp. Verhovsky Forwarded by:

Sir,

Re attached complaint, I beg to report that, accompanied by sub-Insp. Hsu Shu Cheng, I interviewed the complainant Mr. G.T. Lloyd at his flat No. 4 at No. 374 Kiangse Road between 12.30 p.m. and 1 p.m. 4-1-40 and ascertained from him that the noisy work he complains of is allegedly carried out at all hours in the day and late through nights in a Chinese Machinery shop situated immediately under his flat, on the ground floor of the same building. This place was subsequently visited and found to be occupied by Messrs. Hun Sin Trading Corporation, 390 Kiangse Road (General Machinery Dealers).

The whole staff of that shop however, categorically denied carrying any noisy work.

They were nevertheless informed of the complaint lodged and strongly warned accordingly.

Enquiries were at the same time made at the Chung Hwa Machine Works Ltd. situated at No. 396 Kiangse Road, i.e. next door to the Hun Sin Trading Corp., but the staff there also denied carrying any noisy work, as well as stated having heard no noise having been made by their next door neighbours, the Hun Sin Trading Corp.

I am, Sir,

Yours obediently,

Stanley H.

Sub-Inspector

FILE
3R
JAN 10 1940

PA 4

The Shipping Review

HONGKONG, ETC. \$13

Tel. 15851, Glen Linc Building.

2 Peking Road,

Shanghai, ...

S. M. Police.

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3012

1990-1991

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[illegible]

I don't know where he is but I expect he is here
 and that is all right. He can see me at once tomorrow (Monday) and
 then he can be told to tell those folks that they cannot carry
 on their operations in one of the main streets of the settlement
 as there are only 5 ft for a field in width. It might have some
 effect. Give a Chinese an ell and he occupies an acre. If this can
 be done I would be extremely grateful. A good deed at the
 beginning of the year.

Yours sincerely,

Geo. T Lloyd.

Flat # 4, 374 Liangue Road

MEMORANDUM

**FROM THE MUNICIPAL ADVOCATE'S OFFICE,
SHANGHAI MUNICIPAL COUNCIL.**

To

Shanghai.

193

At the request of Mr. Bryan, Jr., Municipal
Advocate, I have to forward herewith a letter received
from Dr. Becker Law & Estate Offices, 801-4 Hamilton
House, 111 Gse Road.

This office has no data on what documents and
notification etc. ~~is~~ necessary for the purpose of
establishing a Tenants Association.

P.A.

H. H. H.

I am, Sir,
Yours obediently,

J. H. H.
Chief Inspector..

DE BECKER LAW & ESTATE OFFICES

(E.V.A. DE BECKER, BARRISTER-AT-LAW, ENG.)

TELEGRAM:
"DEBECKER, SHANGHAI"
TELEPHONE 2: 16660

RECEIVED
KIANGSE ROAD, SHANGHAI
262-2 HAMILTON, QUEEN

November 29, 1939.

The Legal Department,
The Administration Bldg.,
Shanghai Municipal Council,
Kiangse Road,
Shanghai.

Dear Sirs:

A certain association of tenants has
been formed in the Hongkew area, and the sponsors
of the said organization have asked me to take
whatever steps are necessary with your goodselfs
to legalize the position of the new association.

I should appreciate full information
from your goodself as to what documents, notifications
etc., may be necessary for the purpose. If you prefer
to have me call on you personally, I shall be happy
to do so.

Yours faithfully,



(E.V.A. de Becker)

EdeB:CH.

Handwritten notes:
I received 12.12.39 but did not
reply before. I am sorry for that.
I will now try to get the
documents ready for you.

Handwritten:
10

SHANGHAI MUNICIPAL POLICE.

File No.

S.I. Special Branch *Stalish*

REPORT

Date *October 3, 1939*

Subject (in full) *Shanghai Tenants' Association - to meet on October 11th*

Made by *D. S. I. Macadie.*

Forwarded by *C. G. ...*

The Shanghai Tenants' Association will hold a general meeting of its members and interested parties in the Union Church Hall at 5.30 p.m. October 11th.

Mr. S. L. Edwards, Mr. S. Chisholm and Mr. Carroll Alcott will be the speakers while the present Committee of the Association will resign and submit themselves for re-election.

Admission will be by ticket only and no more than 100 people are expected to attend.

Chief Inspector in charge, Central Station has been informed and will arrange for Police to be on duty outside the building.



*D. S. I. Macadie
Further
I 9
2nd 12/10*

D. S. I. Macadie

D. S. I.

D. C. (Special Branch).

September 20, 39.

Secretary & Commissioner General,

C. M. C.

Reference: Letter from Mrs. E.G. Merritt
Hon. Sec. Shanghai Tenants'
Association
dated September 17, 1939.
Subject : Proposed Meeting of the
above Association.

I am of opinion that there can be no police objection to the proposed meeting provided it is confined strictly to foreigners as despite the proposal to admitting by card of invitation, the presence of Chinese might prove the forerunner of campaigns being launched in the Chinese community by undesirable lawyers and other opportunists whose aim is their own financial gain with tenants' interest as a secondary consideration. This view is based on police experience of past Chinese rent reduction campaigns.

Sd. K. M. Bourne.

Commissioner of Police.

YR
CLK

D.P.'s Roberts
Keep in touch
with Association and
report developments
20/9

See by S.A.S. Roberts

Special Branch,

September 20, 1939.

Commissioner.

Sir,

Reference letter from the Hon. Secretary, Shanghai Tenants' Association, I am of opinion that there can be no police objection to the proposed meeting provided it is confined strictly to foreigners as despite the proposal to admitting by card of invitation, the presence of Chinese might prove the forerunner of campaigns being launched in the Chinese community by ^{undisciplined} ~~shyster~~ lawyers and other opportunists whose aim is their own financial gain with tenants' interest as a secondary consideration. This view is based on police experience of past Chinese rent reduction campaigns.

D. C. Robertson

D. C. (Special Branch)



URGENT
K 12/2
MEDHURST APARTMENTS

SHANGHAI MUNICIPAL POLICE. HEADQUARTERS GENERAL REGISTRY No. F. 1890 12 Shanghai, September 17, 1939. Date 9 9 39
--

The Secretary,
Shanghai Municipal.

Dear Sir,

With reference to the meeting of the Shanghai Tenants' Association which was to have been held on August 23rd., and which was postponed expressly at your request, we have now to inform you that we propose to hold this meeting within the next ten days. Admission will be by cards of invitation.

As the time is limited, we should be glad if you would advise us within the next ten days if this meets with your approval.

Yours faithfully,

(Signed) Mrs. E.G. Merritt

Hon. Sec.

Shanghai Tenants' Association

SHANGHAI MUNICIPAL POLICE.

File No.

Section 1, Special Branch
REPORT

Date August 23, 1939.

Subject (in full) * Shanghai Tenants Association - mass meeting of tenants postponed.

Made by D.S.I. MacAdie

Forwarded by

C. Crawford

* See also A. Sub 5

The mass meeting of tenants organized by the Shanghai Tenants Association and to have been held at the Union Church, Soochow Road, at 5.15 p.m. today, August 23rd, has been postponed.

A notice to this effect appears in the North China Daily News, issue of August 23rd.

Further developments will be reported in due course.

L. W. MacAdie

D. S. I.

A.C. (Special Branch)

Ref. No. 20875.

Headquarters,
Shanghai Municipal Police,
August 23, 1935.

SUBJECT

Shanghai Students' Association - proposal to hold mass
meeting of students on Wednesday, August 23rd.

The Commissioner presents his compliments to ~~Commissioner General~~ The Secretary to
S. M. C.
and begs to forward herewith the following documents relative to the
subject referred to above

1. Copy of a police report.
- 2.
- 3.
- 4.
- 5.

FILE
CA

SHANGHAI MUNICIPAL POLICE.

File No.

S. 5, Special Branch /Siddharth/

REPORT

Date August 17, 1939.

Subject

Broadcast made Mr. C.D. Alcott on Rent Racketeering.

Made by. Cler. Asst. P. Tizon

Forwarded by

Em. Golan 281

At 10.30 p.m. yesterday, Mr. C.D. Alcott, speaking over Station XNHA, delivered the following address on rent racketeering in Shanghai :-

The three greatest curses of humanity are war, cancer and the rackets. A racket, according to the popular definition today is profiteering, the milking of mankind, usury and the promotion of enterprises intended to fleece the masses in their struggle for the three prime economic wants of man, namely food, clothing and shelter.

Shanghai, as most of my listeners know, is a city dedicated to commerce and rackets. Hoarding, profiteering, usury, and wildcat speculation have always played an important part in the economic life of the Asia Metropolis. This characteristic has never been more pronounced than at the present time. Shell-shocked, still suffering from the effects of a war fought on our back doorsteps two years ago - a war not yet over - it is not surprising that Shanghai to-day should find itself confronted with the most serious economic and financial situation of its 85 years of warped and hectic existence. The Sino-Japanese hostilities, of course, must be blamed as the root of this unhappy economic position. And like all wars, the Shanghai conflict had its crop of racketeers.

FILE
6.19

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date. 19

Subject

Made by, Forwarded by

- 2 -

(In that respect the Japanese Army is unique because it carried with it its own profiteering organ or what have you. The Special Section of the Japanese Army is there specially to help the army to live off the land by every means it can find. It is only a so-called legitimate act of war. This has extended itself to the area south of the Creek as well as to the north of the Creek which is under Japanese occupation).

Hoarding of food supplies by profiteers, as a means of forcing the rank and file to pay better prices later on, has been one of the most vicious rackets to exist in this city. At the moment, Shanghai is actually confronted with a rice famine and hoarders, still dealing in native rice, are holding their stocks of superior quality grain, selling inferior grades at top prices. Before the present rice situation has clarified itself, the Settlement authorities may find it necessary to take new action toward control. In fact, a meeting on this very topic was held by the gentlemen of the S.M.C. Tuesday. Action was deferred.

However, there is still another racket, now being operated in the foreign administered areas of Shanghai and no control is yet in sight. It is a far more serious racket than the rice situation,

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date..... 19

Subject

Made by

Forwarded by

- 3 -

primarily because the Council will, if pushed, control the rice problem. I am referring to the rent racket. With the exception of a very small minority of foreigners who receive their incomes in foreign currency, these rackets are working a hardship on the great bulk of the population of the International Settlement and the French Concession, that may have more serious repercussions than those engaged in their operation perhaps realize at the moment.

Apparently, some of our landlords, their vision blurred by quick and fantastic profits, have lost their balance. For nothing would please the Japanese more than to see the foreign and Chinese vested interests in the foreign areas engaged in a tong war with the public on the question of rent profiteering or any other big economic squeeze. Such an economic disturbance in the foreign concessions, at the present time, would be the instrument of propaganda the Japanese have been waiting for-propaganda they could use in winning over the Chinese masses to their side of the fence. An empty stomach and no place to sleep are powerful instruments of persuasion.

Don't think that I am giving the Japanese any new ideas. "Mayor" Fu Siao-an, of the Japanese sponsored regime, has already started such a propaganda campaign. Just how far he is going to get with it

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date..... 19

Subject.....

Made by.....

Forwarded by.....

- 4 -

depends entirely on how far the landlord south of Soochow Creek is willing to go to meet his tenants half way.

I know that some landlords listening to this bit of conversation can talk all afternoon about maintenance costs, depreciation and the low interest they are receiving on their investments. They can howl for hours over the sad state of the foreign exchange market and the low value of the Chinese dollar. They quote figures to prove they are losing out all the way. And some of them probably feel just as miserable as they sound. But what some of them don't seem to realize, and what some tenants do not seem to understand is that they are all lucky to be in business in Shanghai at the present time, considering everything else that has happened in the Far East during the past two years.

I know that some tenants can be unreasonable and I also am well aware that there are two kinds of landlords. For instance, I know a landlord, running a modern office building in the Central District, who hasn't raised his rents since 1934. Right now, he is making less than one-tenth of one per cent on his investment. However, he feels lucky to be able to break even. Landlords like this fellow are rarities in Shanghai at the moment, but

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date, 19

Subject

Made by

Forwarded by

- 5 -

even he must raise his rents as a result of the continued drop in the exchange. He tells me that he plans a hike of not more than 30 per cent in native currency. None of his tenants can kick about that; can kick over a 30 per cent increase on the rent they were paying five years ago.

This is not the fellow I am talking about tonight. He is way in the minority, as far as the general run of Shanghai landlords go.

The chap I am talking about is the individual who goes on a gold or pound sterling basis and tells his tenants to take it or leave it; the fellow who tries to throw tenants out because he has some one on the string who is willing to pay a bigger rental; the man who spends his nights trying to figure out how to break leases and chuck his tenants out on their ears in the morning; the individual who wants to create a new standard of currency in Shanghai for himself and to hell with the other fellow.

This is the individual, he and his kind, who are in the majority in Shanghai at the moment. This is the rent racketeer, the man whose activities the Shanghai Municipal Council says it cannot control.

I am not challenging the statement on this subject issued by the Council recently. But I would

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date..... 19

Subject

Made by

Forwarded by

- 6 -

like to point out that while there may be nothing in the land regulations of the International Settlement specifically providing for the control of rentals, there is a provision providing for action in time of emergency. And it is not stretching the truth to state that the present rental ramps being worked on a tired, nerve wracked, miserable Shanghai public constitute a definite emergency. Hongkong chose to regard rental rackets in that city as being serious enough to demand action and action was taken. But why doesn't the Council take some action, why does it attempt to slip out of the current rental war by maintaining that its hands are tied?

The answer is simple. The Council is collecting taxes on these increased rentals. For instance, I know of no end of one and two room apartments renting for rates from \$65 to \$100 before the outbreak of hostilities in 1937, that are now going for rentals ranging from U.S. \$25 to U.S. \$30, or a 300 per cent increase at today's rate of exchange. The S.M.C. collects taxes on these rentals at the old rate of 12 per cent. And that is good business for the Council. The S.M.C. at the moment needs all the money it can get. I don't deny that but living in Shanghai today is a case of give and take and the small boy can't go on forever doing most of the giving.

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

Subject

Made by

Forwarded by

- 7 -

Eventually, he is going to get tired and move out. He is better off back home where some control is exercised over profiteers. And if he does move out what will happen. Shanghai will be left to the Japanese and the landlords. And in the ensuing scrap, no one needs to be told who will win. It won't be the landlords.

I am not talking about the many ramifications of the rent question in Shanghai tonight because it would take more time than I have at my disposal. But you can believe me when I say that I can quote case after case of pure unadulterated rent racketeering that would make your head swim. I may do it Saturday night and mention a few names just for fun. At the same time, I can name a few landlords who realize the broader aspects of the situation and have exercised some restraint in dealing with their tenants. These people know that if the foreign areas survive the present troublous times in China, that they will still be in business, will still be collecting rents. They know that the two and one half million Chinese refugees in Shanghai today will be gone, at least most of them. They also know that Shanghai is perhaps the only foreign administered city in the world where the landlord gets a break that he could not possibly expect elsewhere. He doesn't pay the taxes. His tenants pay them but that doesn't prevent ^{him} from keeping his rents up.

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

Subject

Made by

Forwarded by

- 8 -

I suppose some Shanghai officials might want to give me an argument about my statement claiming that there are two and a half million war refugees in Shanghai. For months, S.M.C. and French officials have been boasting how little they have been troubled with the refugee problem. They only have, according to their figures, some forty or fifty thousand persons in their refugee camps. Such figuring is completely haywire. I wonder who the authorities think these people who have caused all this congestion in the Settlement and the French Concession really are if not refugees. The only difference between them and those in the camps is that the latter have no money and are objects of charity.

In view of the trouble that has arisen between tenants and landlords over the present rental question, it strikes me that there is only one immediate solution, namely that the case of the tenants must be taken considerably higher than the Shanghai Municipal Council, namely the Consular Body and the various Embassies concerned, unless, of course, the landlords are willing to give away some ground and the tenants are willing to do likewise. I know one large real estate company that is collecting one-third of its rent in pounds sterling and the other two-thirds in local currency. This sounds to me like a reasonable solution. It enables the landlord to meet his commitments abroad, his plumbing and elevator repairs

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

Subject

Made by

Forwarded by

- 9 -

and other costs and at the same time, removes much hardship from the shoulders of the tenant. It is unfortunate that several other leading real estate firms have not seen fit to follow this company's lead.

But if the tenants are going to get any action, they cannot expect to achieve much as individuals or small units. It requires organization, definite organization that can be maintained perhaps on a permanent basis. Attempts have already been made to form such an organization but they have not progressed to any great extent because a good many felt that it might be another gyp racket, or because they were afraid to make themselves heard; afraid of their jobs. There is too much of that sort of thing in Shanghai; too many people afraid to air their grievances because the boss is like to turn them out in the cold the next morning.

However, I have noticed during the past few weeks, as a result of the sky-rocketing living costs that discontent among the Shanghai masses has reached such a state that the average man working for vested interests doesn't care much whether school keeps or not; is just about ready to throw up the sponge and travel back home, even if he has to take a rowboat. It is my contention that now is the ideal time to organize a tenants' association in Shanghai

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date..... 19

Subject

Made by

Forwarded by

- 10 -

and give the landlord a run for his money. No such organization has ever existed here. The salaried man has always taken what was handed him and made to like it. A system of checks and balances is needed and a tenants organization might provide that necessity.

(A Tenants Association should be formed and I am willing to get in it. I see the Garden Apartments tenants are forming such an organization. They deserve to be encouraged. If anybody is interested I will make it my business to establish contact for them before Saturday.

(And now it is with the idea that the landlords got their way by helping themselves, tenants could well emulate their landlords by also helping themselves).

A full report of the broadcast appears in the "China Press" this morning. The shorthand note taken is identical with the newspaper report except for the bracketed parts which do not appear in the newspaper account.

V. J. Gray
Clerical Assistant.

D.C. (Sp. Br.)

FORM NO. 3
C. 100
LWK/

SHANGHAI MUNICIPAL POLICE.

File No.

S.I, Special Branch, ~~Station~~,

REPORT

Date August 11, 1939.

Subject (in full) Rental Increases - Advertisement appearing in

N.C.D.N. of August 11, 1939.

Made by D.S. Pitts

Forwarded by

C. G. Gaudin

The person responsible for inserting the
attached advertisement was :-

Mr. W.M. MACCUSTRA, A.R.T.C. (GLAS),
British, lecturer at the Lester School and Henry
Lester Institute of Technical Education, 505 East
Seward Road. He resides at 45 Garden Apartments,
1173 Bubbling Well Road.

D. S. Pitts

D. S.

D.C. (Special Branch).

23172

NORTH CHINA DAILY NEWS.

AUG 11 1939

RENTAL INCREASES

With a view to offering organised resistance, will tenants of all nationalities feeling the oppression of landlords in the matter of unreasonable increase in rents, please communicate (1) their name (block capitals), (2) nationality, (3) the name of their landlord, to Box 1192, NCDN.

10763

D.S. Pills

Jo. L.
11/8.
C 11/8

TKC

SHANGHAI MUNICIPAL POLICE.

File No.

S.I, Special Branch *Establish*

REPORT

Date September 26 1939.

Subject Shanghai General Chamber of Commerce: scale of fees for arbitration in rent disputes.

Made by D.F.S. Roberts.

Forwarded by *...*

Concerning the attached newspaper report published in the China Press on September 24, 1939, Mr. Swan, joint secretary of the Shanghai General Chamber of Commerce was interviewed during the morning of September 25, 1939.

Mr. Swan stated that the committee of the above Chamber met to consider the means of defraying the cost of running the Arbitration Board and decided that certain fees be levied for the proceedings taken by the Board (a printed form issued by the Chamber containing the scale of fees is attached hereto together with a copy of the agreement signed by the disputants before negotiations are commenced).

In the course of the interview Mr. Swan pointed out that the scale of fees agreed upon compared favourably with those adopted by Committees of a similar nature in other branches of the business.

Owing to the attached newspaper report being published, Mr. Swan is calling a meeting of the committee to discuss whether the fees can be lowered, but he is of the opinion, that unless the arbitrators are prepared to offer their services free of charge no change can be made.

The Committee, during their last meeting, concluded that so far as could be seen the only people likely to make use of the Arbitration Board would be groups of tenants residing in apartment buildings who could divide the cost between them.



SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

..... Station,

Date..... 19

Subject (in full)

- 2 -

Made by.....

Forwarded by

It is possible that the committee will agree that a special scale of fees be drawn up for cases where a single tenant wishes to proceed against a landlord, but is not in a position to afford the expense.

L. J. Roberts

D.P.S.

D. C. (Special Branch).

Shanghai,

To the Secretaries,

SHANGHAI GENERAL CHAMBER OF COMMERCE,

17 THE BUND,

SHANGHAI.

Dear Sirs,

re _____

Will you please arrange for ^{an arbitration}_{a survey} to be made of the above
mentioned ^{matter}~~cargo~~, in accordance with ^{my}_{our} letter to you dated
containing full instructions.

I ^{we} hereby undertake to pay all fees for the ^{arbitration}_{survey} on request and
before receiving the ^{Arbitration Award}_{Survey Report}.

Yours faithfully,

SCALE OF FEES:—

Chamber's Fee — \$ 7.00 per certificate for Members and \$ 14.00 where no
interests of Members are involved.

^{Arbitrators'}_{Surveyors'} Fees — \$ 21.00 for the first hour or any part thereof and \$ 10.50
every subsequent hour for each ^{Arbitrator}_{Surveyor} and/or Umpire.

between

, of the one part, and

, of the other part. Various disputes have arisen between the parties hereto the nature of which is set forth in the Schedule hereunder written and the parties hereto have agreed to refer such disputes to arbitration as hereinafter mentioned. Witnesseth.

1.—The disputes referred to in the Schedule hereunder written shall be referred to the award and determination of two arbitrators to be appointed by the Shanghai General Chamber of Commerce and, in case they disagree about making an award or fail to make an award within the time appointed by them as hereinafter provided, to an umpire to be appointed by the said Chamber of Commerce at the same time as the said two arbitrators are so appointed.

2.—The two arbitrators shall make their award in writing, duly signed by them, and the same shall be ready to be delivered to the parties hereto, or such of them as shall desire the same before the expiration of two weeks from the date hereof, or before such other date as the arbitrators shall by writing endorsed hereon fix for making such award, and in case the said two arbitrators do not make and publish their award within the time so to be appointed by them, the said umpire shall make and publish his award or umpirage within such time as he shall by writing endorsed hereon appoint, with power to him from time to time by writing endorsed hereon to enlarge the time so appointed by him.

3.—The arbitrators or umpire shall have power to award payment of the costs, fees, and expenses incurred in the arbitration, but the fees payable to them as such arbitrators or umpire shall not exceed that laid down in the scale published from time to time by the Shanghai General Chamber of Commerce.

4.—The submission hereby made shall not be defeated or affected by the death of either of the parties hereto, pending the same, but shall or may be proceeded in, and the matters in difference determined in the same manner as if the award had been made or determined in the lifetime of the party or parties so dying.

5.—The arbitrators or umpire shall at liberty to proceed *ex parte*, in case either party, after reasonable notice, shall at any time neglect or refuse to attend on the reference, without having previously shown to the said arbitrators or umpire what the latter shall consider good and sufficient cause for omitting to attend.

6.—The parties hereto shall respectively produce before the arbitrators or umpire all books, deeds, papers, documents, vouchers, writings, and documents within their possession or control which the arbitrators or umpire may require and call for as in their judgment relating to the matters referred to, and the arbitrators or umpire may dispense entirely or in part with verbal evidence, and may require from each party a statement in writing supporting his case and may decide the arbitration on such written statement.

7.—The parties hereto shall respectively do all other acts necessary to enable the arbitrators or umpire to make a just award; and neither of them shall wilfully and wrongly do or cause to be done any act to delay or prevent the arbitrators from making their award.

8.—The parties hereto, their executors and administrators shall, on their respective parts, in all things stand by, obey, abide by, perform, fulfil and keep the award so to be made and published as aforesaid and neither of them shall bring or prosecute actions against the arbitrators or umpire or any one of them concerning the matters referred.

9.—This submission may be made a rule of any Court having jurisdiction in the matter at the instance of either of the parties hereto, without notice to the other.

Signed sealed and delivered by

the said

in the presence of

Signed sealed and delivered by

the said

in the presence of

THE SCHEDULE ABOVE REFERRED TO.

SEP 24 1938

25110

Tenant Body Will Aid Rent Settlement

Group May Prosecute
Before Arbitration
Board Here

Sentiment is growing here for a "rent" Shanghai Tenants' Association to complete the solution of the local rent problem started with formation of the General Chamber of Commerce Arbitration Board recently. A step in the direction of united tenantry will be an early convention of Association members, it was learned yesterday.

Established at the request of the S.M.C., the Arbitration Board's formation was announced some weeks ago. Later it was learned that fees of the board would prohibit small tenants from taking advantage of the opportunity to combat the exorbitant rent demands made by landlords here. It was then that renewed interest was aroused in the Tenants Association which at one time appeared moribund.

Charges of the arbitration board will be an initial \$14 for the Chamber of Commerce and \$21 apiece for two arbiters and an umpire for the first hour of their labors and \$19.50 apiece for each hour thereafter. Thus a case which occupied a morning would cost two or three hundred dollars all of which would presumably be paid by the tenant who appeared as complainant.

A panel of arbitrators have been appointed by the Chamber. When a case is brought for settlement two members of the panel will be chosen for duty and they in turn will choose an umpire. Names of those composing the panel have not been disclosed.

Problem Is Civic

While many interested people agree that the Chamber has a right to charge a fee they are inclined to look on the entire matter as one of wide enough proportions to assume civic importance. At any rate, although there are a considerable number of controversial rent cases in the city, none of them have yet been brought before the board probably because of the cost involved.

This is where the Tenants Association enters the picture. If it can collect enough funds from a large enough membership, it will be able to fight many of the battles of members and help materially to combat the rent evil.

Leaders of the movement visualize a group of 1,000 or more paying \$12 per year. Already early members have contributed large sums but these have been irregular and insufficient for carrying any cases to court.

Before the forthcoming meeting, however, officers of the Association expect to have vital issues of the rent situation selected for discussion. One of these is the matter of who can be made ultimately responsible for exorbitant increases. This problem arises from the fact that many Chinese owners place their property in the hands of foreign firms who cannot be made responsible for policies regarding the dwellings.

NSM

SHANGHAI MUNICIPAL POLICE.

File No.

Section 1, Special Branch *Subdvd.*
REPORT

Date Sept. 15, 1939.

Subject Shanghai General Chamber of Commerce - arbitration of rental
disputes.

Made by D.P.S. Roberts

Formulated by

R. W. Mac



With reference to the attached reports published in the North China Daily News and the Shanghai Times on September 14, 1939, referring to the arbitration of rental disputes by the Shanghai General Chamber of Commerce, Mr. SWAN, joint secretary of the Chamber of Commerce, was interviewed at his office, 17 The Bund, on the afternoon of September 14.

Mr. SWAN stated that the above organization had been approached by the Settlement and French Concession Authorities and requested to undertake the settling of disputes between landlords and tenants.

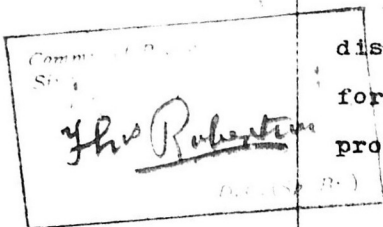
On September 12, a meeting of the Committee of the Shanghai General Chamber of Commerce was held and the following procedure decided upon :-

That a panel of arbitrators be selected from disinterested persons, ^{and} upon receipt of an application for assistance two of the panel will be detailed to proceed with the case and give a decision.

Before commencing any proceedings the selected persons will nominate another member as umpire who will be informed of all facts etc., and should the two arbitrators disagree upon any point his decision will be solicited and be held as final.

Applications may be submitted by any tenant, body of tenants or landlord, irrespective of nationality.

The committee decided that cases where the dispute was whether rent should be paid in currency other than Chinese currency should be referred to the court concerned as no ruling has yet been given by foreign



SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date 19

- 2 -

Subject

Made by

Forwarded by

courts.

Before any action is taken the disputants
will be required to sign the usual arbitration forms
of the Shanghai General Chamber of Commerce.

D. P. S.
D. P. S.

D.C. (Special Branch)

Rental Disputes to Be Arbitrated

Panel of Arbitrators Now Being Compiled

The Shanghai General Chamber of Commerce, after a meeting of the Committee held on September 12, will confine its activities in the disputes between tenants and landlords to conducting arbitrations in connection with specific applications submitted regarding matters of principle or individual cases.

The committee is at present compiling the panel of arbitrators which will consider applications submitted and the arbitrators thus chosen will be persons considered entirely independent as far as rental questions are concerned. Applications may therefore be forwarded to the General Shanghai Chamber of Commerce. The Chamber's usual arbitration agreement forms will be signed by the disputants.

The Shanghai General Chamber of Commerce, it will be recalled, was approached some time ago by the Shanghai Municipal Council and the French Concession authorities with the request to undertake the formation of a Rental Adjustment Committee.

D. P. S. Roberts
Details please
14/9

SEP 14 1939

**RENTAL ADJUSTMENT
COMMITTEE**

Editor,

THE SHANGHAI TIMES

Sir:—With reference to the notice recorded in our circular letter dated 7th instant on the above mentioned subject, the Committee of the Chamber, at a meeting held on 12th instant, reached the following decisions:

The Chamber's activities shall be confined to conducting arbitrations in connection with specific applications submitted regarding matters of principle or individual cases. The Chamber's usual arbitration agreement form will be signed by the disputants and a special panel of arbitrators in connection with rental disputes will be compiled by the Chamber.

The Committee of the Chamber is at present compiling the panel of arbitrators which will consist of persons considered to be entirely independent as far as rental questions are concerned.

The Chamber is now prepared to receive applications for arbitration regarding specific cases.

BECK AND SWANN,
Secretaries.

The Shanghai General Chamber
of Commerce
Shanghai, September 13, 1939.

CHINA PRESS

SEP 13 1939

Commerce Body Meets To Form Rent Board

A committee of the General Chamber of Commerce last night reaffirmed the organization's determination to form a rent adjustment body here and then discussed the general procedure to be used in settling rent disputes.

Although the meeting formulated no definite rules and adjourned to a later date this week, certain principles were fixed upon for the technique of arbitration to be used. In each dispute between landlord and tenant an absolutely impartial panel drawn from members of the Chamber will decide the merits of the case. The panels will be chosen by the disputants from a prepared list of names.

The Chamber agreed to assume responsibility for formation of an adjustment committee some time ago following a request from the Shanghai Municipal Council.

SEP 8 1939

**Chamber to Form
Rent Committee**

The Shanghai General Chamber of Commerce has been approached by the Shanghai Municipal Council, with the support of the authorities of the French Concession, with a request to undertake the formation of a Rental Adjustment Committee, and the Committee of the Chamber has signified its willingness to do this.

FILED
Rental
3/5

CHINA

SEP 3 1955

**Shanghai General
C.O.C. To Form Rent
Adjustment Group**

Responding to a request made by the Settlement authorities, the Shanghai General Chamber of Commerce will form a Rental Adjustment Committee. It was announced last night. The announcement added that the Committee had been given the support of the French Concession authorities also.

SHANGHAI MUNICIPAL POLICE.

File No.

REGISTRATION

Section I, Special Branch, Station,

REPORT

Date January 16, 1940.

Dispute between Japanese tenants and Cathay Land Company.

Made by D. S. Kamashita.

Forwarded by D. I. Crawford.

With reference to the attached extracts from local English dailies regarding the dispute between Japanese tenants and the Cathay Land Company, located in the Sassoon House, I have to state that towards the middle of December, 1939, tenants occupying flats of the Chanchun Road Apartments, Dixwell Apartments, and Apartments at the corner of Dixwell and North Szechuen Roads, which have steam heating were notified by the authorities of the Cathay Land Company, the owners of those apartments, that the house rent would be raised by 35% with effect from January, 1940, on account of the high cost of fuel, etc.

The Japanese tenants numbering 120 are of the opinion that an increase is justifiable but that the above percentage is too high. A mass meeting of the Japanese tenants was held at the Japanese Church on Darroch Road at 5 p.m. January 13. Mr. K. Sugimoto presided over the meeting when five members of the executive committee including Mr. Sugimoto, were elected. The above committee will negotiate with the authorities of the company regarding the new increase in rentals.

D. S. Kamashita
D. S.

A. C. (Special Branch).

RECEIVED
DATE 16 / 1 / 40

JAN 7 1942

Japanese tenants Staging Protest Meeting In Church

Steps to be taken against the sudden raising of rents by the Cathay Land Company will be discussed by 125 tenants of the apartments situated above the Shanghai Cooperative Society, North Szechuen and Dixwell Roads; the Changchun Road Apartments, and the Dixwell Road Apartments, at a mass meeting at the Japanese Christian Church at 1212 St. Paul tomorrow afternoon, the Taiiku Shimpo reports today.

A meeting of the tenants delegates was held on Wednesday when a decision was reached to hold a mass meeting in the church.

Cathay Land Tenants to Protest Rents

Steps to be taken against the sudden raising of rents by the Cathay Land Company will be discussed by 120 tenants of the apartments situated above the Shanghai Co-Operative Society, North Szechuen and Dixwell Road Apartments at a mass meeting at the Japanese Christian Church at 3 o'clock this afternoon, the "Tairiku Shimpō" reported yesterday. The Cathay Land Company is controlled by Sir Victor Sassoon.

A meeting of the tenants' delegates was held on Wednesday when a decision was reached to hold a mass meeting in the church.

Nippon Women Oppose New Rental Hikes

Leaving their pots and pans behind, woman tenants of three apartment houses in north Hongkew came out of their kitchens Saturday to attend a mass meeting against a 35 per cent raise in rents imposed upon them by the Sassoon-controlled Cathay Land Company, the Tairiku Shimpo reported yesterday.

Presided over by Mr. Kyutaro Sugimoto, the mass meeting held at the Japanese Christian Church on Darroch Road voted in favor of organizing a tenants' union to fight the increase in rentals. An executive committee consisting of five members, elected at the mass meeting, was scheduled to meet at 1 o'clock yesterday afternoon to discuss steps to be taken, the Japanese daily stated.

Affected by the raise are 120 occupants of the apartments located above the Shanghai Co-operative Society, North Szechuen and Dixwell Roads; the Changchun Road Apartments, and the Dixwell Road Apartments.

67

AUG 14 1940

Japanese Women Fight High Rentals

Leaving their pots and pans behind, women tenants of three apartment houses in north Hongkew came out of their kitchens Saturday to attend a mass meeting against a 35 per cent. raise in rents imposed upon them by the Cathay Land Company, the "Tairiku Shimpo" reported yesterday.

Presided over by Mr. Kyutaro Sugimoto, the mass meeting held at the Japanese Christian Church on Darroch Road voted in favour of organizing a tenants' union to fight the increase in rentals. An executive committee consisting of five members, elected at the mass meeting, was scheduled to meet at 1 o'clock yesterday afternoon to discuss steps to be taken.

Affected by the raise are 120 occupants of the apartments located above the Shanghai Co-operative Society, North Szethuen and Dixwell Roads; the Changchun Road Apartments, and the Dixwell Road Apartments.

JAN 15 1940

Women Come Out Of Kitchen To Fight Rent Raise

Leaving their pots and pans behind, women tenants of three apartment houses in North Hongkew came out of their kitchens on Saturday to attend a mass meeting against a 35 per cent. rise in rents imposed upon them by a local land Company, the "Tairiku Shirpo" reported yesterday.

Presided over by Mr. Kyutaro Sugimoto, the mass meeting, held at the Japanese Christian Church on Darroch Road, voted in favour of organizing a tenants' union to fight

the increase in rentals. An executive committee, consisting of five members, elected at the mass meeting, was scheduled to meet at 1 o'clock yesterday afternoon to discuss steps to be taken, the Japanese daily stated.

Affected by the rise are 120 occupants of the apartments located above the Shanghai Co-operative Society, North Szechuen and Dixwell Roads; the Changchun Road Apartments, and the Dixwell Road Apartments.

REPORT

Date..... 19..

Subject **Reference No.** : - **Date** :

Made by Forwarded by

[illegible]

(17) That we, the tenants of the building, absolutely oppose any unreasonable increase in the rents. However, in view of ^{the} present rise in the cost of living, we acknowledge that we cannot help but pay an increase in the rents and we intend following a procedure:

(a) Those who were notified of a 10% .
payment or rent on a sterling basis, .
intend paying a 10% increase with
house taxes for the U.K. exempt.

(b) Those who were notified of a 10% payment of rent on a sterling basis intend paying & increase with house taxes for the U.S.A. exempt.

(2) We request your company to treat the house taxes of the S.A.C. separate from the existing rent.

(3) We request your company to agree to a long term contract, that is one or at least six months' duration.

FILE

A. C. (Special
Branch)

R. G. / 31/5.

J. M. Macdonald
J. M. Macdonald

SHANGHAI MUNICIPAL POLICE.

File No. 111

REPORT
 Date: August 19, 1935

Subject: ...

Made by: ... Forwarded by: C. C. C.

On August 18, 1935, the representatives of the Shanghai Land Investment Company, Ltd., visited the management of the Shanghai Land Investment Company, Ltd., in the office of the Shanghai Municipal Police, and discussed the matter of the rent payment of the tenants of the building. The representatives of the company stated that they had received a notice from the tenants of the building, who refused to pay rent, and they had decided to issue a notice to this effect. The representatives of the company stated that they had decided to issue a notice to this effect.

It is known that the representatives will visit the management of the Shanghai Land Investment Company on the afternoon of August 29, with a demand for an appropriate and reasonable rent.

If the company should not comply with this demand, the tenants of the building will consider forming a rent non-payment league and refuse to pay rent, while they will issue a notice to this effect.

J. J. J.

A. C. (Special Branch)

1/29/35

NORTH CHINA DAILY NEWS

NOV 4 1939

**Investment Co. Rejects
Tenants' Compromise**

Rejection of a compromise offer by the Shanghai Land Investment Company, owners of the Pearce Apartments, Chapoo and Boone Roads, proposing to reduce a 40 per cent. increase in rentals to 30 per cent. was announced following a committee meeting of the Tenants' League held from 4 o'clock on Thursday afternoon, the "Shanghai Mainichi" reported yesterday.

A counter-proposal, accepting a 20 per cent. increase in rental, providing this rate would remain unchanged for a year, however, was submitted by the committee to the landlords, according to the daily. The new rate, moreover, would go into effect only from the date an agreement was reached between the tenants and the Shanghai Land Investment Company, the counter proposal stipulated, the "Mainichi" stated.

T. L.

Q. 11

Miscellaneous 222/39

Hongkew Station

October 24th, 1939.

Further report on complaint against D.P.S. 809 F. Masuda lodged by Mrs. Samuel Goldstein, owner of "Rooming Houses" situated at Quinsan Gardens.

Sir,

Mrs. Samuel Goldstein accompanied by her mother Mrs. S. S. Levy came to Hongkew Station about 3.30 p.m. on October 24th, 1939 and was interviewed by the undersigned with reference to a letter in Japanese, which she received from her Japanese tenants per registered post on October 21st, 1939. A copy of the translation of it made by "Tanaka Interpreter-negotiator Service", Range Road, on October 23rd, 1939 is attached herewith.

It will be noted from the letter that the Japanese tenants of the "Rooming Houses" at Quinsan Gardens, owned by Mrs. Samuel Goldstein, reject her demand regarding the raising of the rentals and also included are suggestions with reference to the betterment of the conditions of the rooms occupied by them. Mrs. S. Goldstein, consequently went on the afternoon of October 24th, 1939 to see Mr. H.H. Thomas, Consul for Japanese Affairs at H.B.M. Consulate with reference to it. He on seeing it advised her to interview Mr. H. Umekawa at the Japanese Consulate also show the letter to the Police at Hongkew for record, hence the reason for the report and copy attached.

I am, Sir,

Yours obediently,

Signed A. TELFER.

Det. Insp.

Translation.

Oct. 1, 1939.

Mr. S. S. Levy,
10. 5 Quinsan Garden,
Shanghai.

Sir,

We, the residents in the apartments, after consultation have decided to reject your demand regarding the raising of house-rents, looking upon the matter as of no reason.

The room-rents which we have been paying is very dear in comparison with house-rents prevailing in the Hongkew District, and we have not been satisfied with your rents. We could not help tolerating your rents because of the shortage of vacant houses but after close investigation, we are hereby giving you our just requirements and are asking for your re-consideration to the carrying out of our requirements. We ask you to accept whole our requirements in conformity with the co-operation, of which you usually speak, while it is necessary for all peoples, irrespective of nationality, to co-operate for the goal to the establishment of New Order in Asia.

Please answer to the letter within ten days.

From all Japanese residents
in the Quinsan Garden Apts.

The Office of the Japanese
Residents' Club of Quinsan
Garden, Quinsan Apts.,
House No.4, Room No.11
Tel. 41134.

Translated by

Tanaka Interpreter - Negotiator Service,
Range Road. Telephone No.46522.

Requirements.

1. To charge rent in Chinese Dollar. There have been two ways of charging of rent, one in Japanese Yen, the other in Chinese Dollar. There is no reason to charge so differently, so it will be right to charge all rents in Chinese Dollar.
2. Regarding taking a bath.
Taking a bath is carried on every other day.
In view of the Japanese custom, it is desired by us for you to advise so that a bath can be taken every day.
3. Regarding a watchman.
It is desired by us for you to employ a watchman to prevent thefts, etc.
4. Regarding rooms and fixtures.
Ventilation in every room is bad now and fixtures are dirty and damaged, which are wanted to be improved.
5. W.C.
Only one is used by several families, which is of the Chinese fashion and consequently it is very dirty.
W.C. is desired to be of "water-washing" style (pumping style).
6. Regarding illumination.
Every house and its corridor are dark and dangerous, illumination of which is desired to be improved.
7. Re telephone.
One telephone is desired to be installed at every house.
8. Regarding drying-place.
A drying-place is wanted to be provided with at every house.
9. Regarding reducing the rents.
The rents have been too dear. We cannot tolerate the high rents. 50% is wanted to be reduced.

Macellane No. 16434.

Hongkew Station.

October 20th, 1939.

Report on complaint against D.I.S. 809 T. Masuda lodged by Mrs. Samuel Goldstein, owner of "Rooming Houses" situated at Quinsan Gardens.

Sir,

On the afternoon of October 18th, 1939, Mr. H.H. Thomas, Consul for Japanese Affairs at H.B.N. Consulate telephoned the Inspector in charge Hongkew to inform him that Mrs. Levy, owner of "Rooming Houses" situated at Quinsan Gardens had a complaint to make with reference to Japanese tenants, and was sending her to the station to lodge it.

Mrs. Samuel Goldstein, who is owner of the "Rooming Houses" at Quinsan Gardens from No.1 to No.10 and as proprietrix of the houses uses her maiden name Miss Lily Levy, about 3.30 p.m. on October 18th, 1939 came to Hongkew Station with her mother, Mrs. B.W. Levy, as per instructions from Mr. H.H. Thomas, and were interviewed by the Inspector in charge and the undersigned. They stated that a Japanese Mr. T. Masuda attached to the Shanghai Municipal Police was in-stigating tenants not to pay increase in rentals and also was seen putting up Japanese flags outside the doorways of each house rented by them and utilized as "Rooming Houses".

Mrs. Samuel Goldstein was informed she would have to make a statement duly signed by her with reference to the allegations she made and it was arranged she would do so on the afternoon of October 19th, 1939.

As agreed she gave her statement on latter date which was taken down by the undersigned and signed by her. Same is attached, herewith, along with a circular notice and two copies of letters written to Mr. T. Masuda in connection with the rental increase.

- 2 -

T. Masuda, is has been ascertained, is D.P.S. 809 attached to Cityside Station. Attached also is a list of Japanese tenants, handed in by Mrs. S. Goldstein, giving detail of those who refuse to consider the increase.

It has been explained to the proprietrix of the "Rooming Houses" that the Police could not take any particular action as regards the tenants refusing to pay rentals owing to the increase as it was purely a civil matter and as regards the flag incident Mr. H.H. Thomas, Consul for Japanese Affairs at U.S.S. Consulate would deal with that complaint. However, she has given the attached statement with reference to D.P.S. 809 T. Masuda's activities since the rentals were increased and has been told same would be forwarded to Headquarters for consideration.

I am, Sir,

Yours obediently,

signed H. TELFER.

Det. Insp.

H

Trinko
Shimo
22-10-39

RENTAL TROUBLE IN QUINSAN GARDEN APARTMENTS

About 80 occupants of the Quinsan Garden Apartments owned by Mr. L. Revy, a Polish Jew, formed a Garden Club for the purpose of promoting mutual welfare and friendship.

They are determined not to pay rents so long as the owner of the Apartments does not reduce the rents by 50%, receive the rents in Chinese National Currency and improve fittings and equipment.

SHANGHAI MUNICIPAL POLICE.

REPORT

S. I. Special Branch. *Handwritten initials*

Date October 14, 1939.

Subject *Reported tenants' service. Non-payment of rents.*

Made by S. I. S. Mizumachi

For duty by *Handwritten signature*

Since the tenants of the Renace Apartments presented a protest to Mr. Jack, General-Manager of the Shanghai Land Investment Company, Ltd., on August 29th, 1939, in connection with the unreasonable increase in rents, no agreement have been reached between the landlord and tenants. According to information secured, the company sent an unofficial notice to the tenants requesting a 40% increase in the existing rents, but, the tenants refuse to pay even this increase and have decided to stop paying their rents.

A committee will be formed in order to deal with the present rent problem.

DC Dio
Information



D. C. (Special Branch)

Handwritten signature
S. I. S.

Handwritten signature

Mainichi.
19.10.39

TENANTS OF PEARCE APARTMENTS WILL REFUSE TO PAY
RENT

As already reported, the tenants of Pearce Apartments on September 13 sent a strong protest to the Shanghai Land Investment Company, Ltd., against the unreasonable increase in rentals.

The union of tenants of Pearce Apartments has decided not to pay the rents so long as the company does not reduce the rents by about 40%. Furthermore, the tenants have formed a committee which will soon convene a meeting to discuss certain important matters in connection with the rent question.

OCT 30 1939

FOREIGN CURRENCY RENT HALTED

司法行政部批
批字第一五八號

原具呈人上海房客聯合會
二十八年十月七日電呈一件，為上海華籍房客不信任法幣之行為，乞達電上海特區法院查辦由。

電悉。案查前奉
司法部訓令開：准國民政府文官處轉送上海房客聯合會電，為上海華籍房客拒收法幣，勒令房客以美金外幣繳納房租一案，原電所陳，如米房資，顯違法令，令仰該部迅即電飭上海特區各法院一體查照辦理等因。本部業已令上海特區各法院第二第三兩分院迅即轉飭所屬一體查照辦理在案。仰即知照。此批。

中華民國二十八年十月十八日

Answer to the request made by Mr. R. d'Auxion de Ruffe at the request of the Shanghai Tenants Association. Mr. Zia Kwen-sun, Minister of Justice, sent a letter (of which the above is a facsimile) saying that demands for rentals in currency other than the Chinese National were considered absolutely illegal. This applies both to Chinese and to such who come under the jurisdiction of the Chinese courts. Instructions to this effect are being given by Chungking to the local Chinese courts.

Handwritten signature and initials.

OCT 27 1939

No. S. B. D. _____

Date _____

Tenants Defying Eviction Orders

Army Of 3000 Waging Protracted Legal Clash With Bank

The 15-month-old legal battle between the Shanghai Women's Commercial and Savings Bank and the tenants of the Chingvudi alley—a block of Chinese dwellings bordering Chengta Chungking and Mandalay Road, was resumed in the Second Branch Kiangsu High Court this morning.

The main controversy in the case unlike the other landlord-tenants suits heard in Shanghai courts during the last few weeks was the bank's demand for eviction of the tenants from the 69 houses in which live more than 3000 persons. At the present stage of the legal battle, the tenants are the plaintiffs seeking to request the court to cancel a former judgment in favor of the bank.

Witnesses Questioned

This morning's hearing was devoted to the questioning of several witnesses in connection with an agreement allegedly binding the Women's Bank with the Shanghai Benevolent-Industrial Institution, from whom the bank had leased the land. The courtroom at Weihaiwei Road was again crowded by the anxious tenants whose future abode depends on the outcome of the case.

After a long session, Judges Y. J. Han, H. Shen, and C. L. Tsang decided to adjourn the hearing sine die. Several points in the case, they ruled, must be ascertained before the counsels may proceed with pleadings and before a judgment could be given.

Protracted Battle

The protracted landlord-tenant legal battle was more than once featured by violent sideshows, including clashes between the tenants and the demolition gang sent to pull down the block of houses.

The legal battle was first started in July last year when the Shanghai Women's Commercial and Savings Bank instituted proceedings against the tenants, totalling some 3000 residents in all, asking for an eviction order. The bank contended that it had an agreement with the Shanghai Benevolent Industrial Institution, owners of the land, to rebuild the houses before the end of December, last year. The agreement, it was alleged, provides the payment of \$200,000 damages for failing to carry out that stipulation. The First Special District Court rejected the application, whereupon the bank filed an appeal.

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Clash With Wreckers

In the Second Branch Kiangsu High Court, the bank won the battle as a judgment was handed down requiring the tenants to evacuate before April 1 this year. While the tenants were mustering resources to turn the tide of the legal battle the bank sent a demolition gang to start encircling the houses with bamboo fences. There were several clashes during which several of the tenants were charged in private criminal prosecutions by the bank. The tenants were later acquitted.

A new turn in the suit took place recently when the tenants filed a fresh suit requesting a retrial of the case on the ground that new evidence had been unearthed. An application for a stay in the eviction order was also made. The applications were granted by the Special Branch Kiangsu High Court.

Secret Agreement

The new evidence was in the form of a secret agreement between the bank and the Shanghai Benevolent Industrial Institution, the tenants allege, which provides that this block of houses concerned must be rebuilt before January 1, 1942, instead of December 31, 1939, as previously contended by the bank. The agreement also provides a reduction of the land rental by 20 percent. The tenants requested that the original judgment ordering their eviction be cancelled in view of the new evidence and that the bank's request for their eviction be rejected.

Attorneys Henry Y. A. Yuen and Ginger Su appeared for the tenants.

OCT 23 1939

CASE OF TENANT V. LANDLORD

Mrs. Taylor's Action Not Dismissed But Remanded For Amendment

In the report which appeared in this journal yesterday of the proceedings in the Second District Court on the civil action which was filed by Mrs. J. Taylor, a tenant of Brookside Apartments, against the landlord, Mr. Peter K. C. Li, it was incorrectly reported that the action was dismissed.

The ruling of the Court was that the action should be remanded so that an amended petition might be filed.

In making this correction, it might be pointed out that the Chinese Second District Court has never tried the case of Mrs. Taylor, but only raised, rightly or wrongly, certain points of procedure. Through a misunderstanding, neither Mrs. Taylor nor her attorneys were present at the first hearing, whereas a similar action brought by another tenant, Mr. J. S. Chisholm, on the same grounds against Mr. Peter Li, was successful.

File
(of 7)

OCT 23 1939

15-Month-Old Landlord-Tenant Dispute Again Heard In Court

Judges Asked To Put Off Eviction Order Granted To Women's Bank In Earlier Litigation

Another attempt to retain possession was made yesterday by tenants of a block of Chinese dwellings off Chengtu Road as legal battle began anew in the Second Branch Kiangsu High Court seeking to set aside an earlier judgment ordering the eviction of the tenants.

The new proceedings were instituted by the tenants on the ground that a secret agreement had existed between the defendant, owner of the houses, and the lessor of the land, the revelation of which, the complainants contended, would have invalidated the owner's argument in the earlier case.

It was pointed out that the owner, the Shanghai Women's Commercial and Savings Bank, won the earlier litigation largely on the ground that under a contract with the land owners, they were to rebuild the houses prior to December 31, 1939, or to pay \$200,000 damages.

New Contract Alleged

The alleged secret contract provides, the complainants said, that the rebuilding may not take place before January 1, 1942 and that the land rental be reduced by 20 per cent. The owners of the land are the Shanghai Benevolent Industrial Institution.

At yesterday's hearing, a few witnesses were admitted by the Court to testify for the complainants. They stated that evidence of the contract came to their

knowledge after the conclusion of the previous litigation between the same parties.

The adjournment of the case was ordered by the presiding judges, Messrs Y. J. Han, H. Shen and C. L. Tsang, in view of the fact, they stated, that several points must be ascertained before the parties can proceed with their pleadings.

The dispute between the bank and the tenants began in July last year when suit was instituted by the bank for the recovery of the possession of the premises from the tenants.

Bank Loses Suit

In the Civil Branch of the Second Special District Court, the bank failed to obtain satisfaction and the case was subsequently taken to the high court where judgment was found in its favor and the tenants were ordered to be evicted.

A series of incidents followed as a result of this order when the tenants refused to give up their possession. Several times, the bank despatched wrecking gangs to the area and attempted to pull down the dwellings by force. They also sought to disconnect the water and light lines running into the area. Each time, the bank failed as the tenants in an organized way gave resistance to the workmen.

Early this month, the complainants applied to the high court for a new trial of the case, which application was granted.

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OCT 27 1939

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Mr. J. S. Chisholm Defendant In Rent Case in H.M. Court

Local Tenancies Subject to Chinese Law Unless
Other Laws Imported Into Contracts

HIS Lordship expressed the hope that the two parties would be able to reach a compromise before the resumption of the hearing in which Mr. Peter Li, owner of the Brookside Apartments, represented by Mr. U. A. Reeks, asked for the recovery of apartment 4 G, occupied by Mr. J. S. Chisholm, prominent member of the Shanghai Tenants Association, represented by Mr. John McNeill, when the case came up for hearing before Judge Sir Allan Mossop in H.M. Supreme Court yesterday morning.

Counsel for the plaintiff, in placing his case before the court, stated that a lease on the said premises had been drawn up between the two parties on August 12, 1938 and came into force on October 1 of this year and, although the defendant was informed of the fact that the lease would not be renewed, a letter to that effect having been addressed to him on September 12, by Mr. Elliott Hazzard, agent for the owner of the building, Mr. Chisholm was still in occupation and had refused to vacate the apartment on October 1. Plaintiff, therefore, demanded recovery of the premises and mesne profits from October 1 until the day on which Mr. Chisholm would move out, on the basis of a monthly rental of \$185.

The only witness to testify yesterday was Mr. Hazzard, who said that he had given instructions to Messrs. Ellis & Hays to request Mr. Chisholm to vacate the premises at the expiration of the lease. A letter was accordingly sent on September 12, and in reply to a question by Mr. McNeill, witness said that the contents of the letter met with his approval.

Mr. McNeill:—Did you give instructions to commence these proceedings?

Mr. Hazzard:—I told them to take all the steps necessary in pursuance of the contents of the letter.

Mr. McNeill:—Are any monies due to the landlords from Mr. Chisholm for months previous to October?

Mr. Hazzard:—There is a small balance due, but not on the basis of \$185.

Mr. McNeill:—Why is not that money claimed on the writ?

Mr. Hazzard:—I don't know, but it is a very small balance.

Mr. Hazzard then explained that the small balance had arisen as a result of the introduction of a new monthly rent on the basis of U.S. \$25 as from August 1, 1939.

Mr. McNeill:—Is there anything contained in the lease which, during its validity, permits an increase in rent?—No.

Witness then stated that the balance had arisen out of the difference between the old rental of \$185 and the new rental of U.S. \$36, of which amount one half was to be paid at the exchange of 16 cents U.S. currency to \$1, whereas the other half was to be paid at the rate of exchange of the day of payment. The lease, he added, was cancelled on June 26, cancellation taking effect on August 1.

Mr. McNeill then asked the court how plaintiff could found his action on an expired lease and asked for judgment.

In referring to the cancellation, Mr. Reeks said that defendant took

action in the Chinese court which ruled that this lease could not be cancelled by one month's notice.

Mr. McNeill (to Mr. Hazzard):—I think the position is clear. The lease has either been cancelled or it has not been cancelled properly.

Mr. Reeks:—This is a question of law.

Question of Common Sense

Mr. McNeill:—No, this is a question of common sense. Your writ assumes that it is not cancelled. I think that you will agree that if the lease is not cancelled, you are not entitled to charge additional rent for the months of August and September.

Mr. Hazzard:—No. There is no claim against Mr. Chisholm over and above \$185 if the lease is not cancelled.

Asked by Mr. McNeill whether the defendant had paid Mr. Hazzard \$195 both in August and September, the additional \$10 being for the use of a refrigerator, Mr. Hazzard answered in the affirmative.

It was then revealed that Mr. Chisholm had received a rental advice on October 1, and had sent a cheque to Mr. Hazzard the following day, amounting to \$195.

Mr. McNeill:—That cheque was cashed?—Yes.

Mr. McNeill:—Why did you send Mr. Chisholm another rental advice notice on October 1, if you wanted him to move out?—Because there was another action pending.

Mr. McNeill:—Assuming that the lease is uncanceled, this \$195 represents the rental for October?—Presumably, under this assumption.

Mr. McNeill:—Assuming that the lease was cancelled, you still sent Mr. Chisholm a debit note for October and therefore you were still willing to have him as a tenant?

His Lordship:—Under a new tenancy, don't forget.

Mr. McNeill:—Let me repeat my question. When you presented your debit note for October, you were prepared to have Mr. Chisholm as a tenant at the increased rent?—For the one month.

Mr. McNeill:—Were you prepared to let Mr. Chisholm have a lease on a month to month basis on the new, increased rental?—My instructions were not to do it. He was merely there for October because he would not get out.

In reply to a question, Mr. Hazzard admitted that a cheque for \$195 had been sent to Mr. Chisholm by him on October 12 and that he knew that, this cheque had been returned to his solicitors.

At this point, witness made reference to a letter dated July 10, which however, neither Mr. Reeks nor Mr. McNeill could trace in their papers, whereupon Mr. Reeks said:

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Compromise Said Offered

Here is all the correspondence I have, except the letter which was received from Mr. Chisholm a few minutes before the opening of this hearing.

Mr. Chisholm, sitting behind his solicitor, was then heard saying that the letter had nothing to do with the case.

Mr. Reeks: Nothing? It is a letter asking for a compromise.

A little later Mr. McNeill stated that his client was prepared to pay a higher rental. As a matter of fact, a substantial increase on the previous rental but that he refused to pay it in a foreign currency.

His Lordship: I appreciate the difference in opinion.

Mr. Reeks then pointed out that with the exception of some 20 tenants, all the other residents of Brookside Apartments were paying the new rental which, Mr. Reeks pointed out, was very reasonable indeed.

Mr. McNeill then asked for an adjournment and said that, in the meantime, he would file an application, asking the court to fix a reasonable and fair rental for the premises.

After pointing out that Chinese law applied to these tenancies unless some other law was imposed into the contract, His Lordship said that he could not see why all these letters had been exchanged when an application under paragraph 442 of the Chinese Civil Code might have been made for an increase in rentals. In adjourning the hearing, His Lordship said that nothing would please him more than to hear that the two parties had reached an agreement before the date of the next hearing.

OCT 2, 1940

Civil Action Against Mr. Peter Li Dismissed

British Complainant, Mrs. J. Taylor, Is Not Upheld
In Contention Advanced That Landlord Has
No Right To Evict, Claim High Rent

The Second Special District Court yesterday dismissed the civil action filed by Mrs. J. Taylor, a tenant of the Beasdale Apartments, against her landlord, Mr. Peter K. C. Li, in which complainant contended that defendant had no right to evict her, and that payment of rent should not be made in United States currency.

Mrs. Taylor, who is under a contractual agreement with the landlord for the lease of the apartment mentioned, had under the terms of the contract the landlord could not ask her to vacate the premises until the contract expired on October 1, 1940. The landlord could not demand payment of rental in American currency because the contract stipulated, if his term expired in the contract that rental is fixed at Ch\$175 per month. Mr. Li had notified her that commencing from August 1, 1939, rental would be collected at U.S.\$32 per month. In failing to pay the rental in American currency, complainant contended, he would have to pay actually Ch\$450 per month, or sustain a clear loss of nearly Ch\$275 each month.

Appeal Dismissed

Mrs. Taylor had previously filed an appeal at the Third Branch Kiangsu High Court, but Judge Hsia dismissed the appeal and sustained the contentions of Mr. Li whose counsel, Mr. T. C. Chen, maintained that under a supplementary clause in the contract, both landlord and tenant could give notice of eviction or to vacate the premises one month beforehand.

On June 26, Mr. Li wrote Mrs. Taylor informing her that the rental would be collected at U.S. \$32 per month. This letter, Mr. Chen contended, was in the nature of an offer, and since Mrs. Taylor did not reply to it, Mr. Chen declared, there was no acceptance. On this ground Mr. Li could seek the eviction of the tenant, he maintained.

M. D'Auxion de Ruffe and Mr. Tchou Liang-tou, for the appellant, contended that the letter of June 26 was followed by another letter dated August 4, in which the landlord threatened to take action against their client in the British Court for China. To make a new offer while the contract had clearly stipulated that the lease would be valid until October 1, 1940, was clearly contrary to the terms of the contract, appellant's counsels maintained.

On October 5, Judge Hsia dismissed the case in favour of Mr. Peter K. C. Li.

In the Second Special District Court yesterday, Mrs. Taylor filed a civil suit against the landlord. But the Court authorities refused to countenance the suit, declaring that it had no authority to revoke the decision of a higher tribunal.

OCT 27 1939

Rent Case Is Again Heard In British Court

Judge Asks Landlord, Tenant To Settle Out Of Court

Judge Sir Allan Mossop, in the British Supreme Court for China, yesterday told the plaintiff and defendant in a rent case that nothing would please him more than to have the case settled out of court. He then adjourned the hearing *sine die*.

The case was indirectly brought by Mr. Peter K. C. Li, owner of the Brookside Apartments, against Mr. J. S. Chisholm, a tenant. Mr. Li himself did not appear in court but was represented by Mr. Elliott Hazard, who brought the suit as agent and lessor, and by counsel, Mr. H. A. Reeks.

Mr. Chisholm, who was present in court but did not testify, was represented by Mr. J. McNall.

In his complaint, Mr. Li charged that the defendant had been served notice on June 26 to vacate his flat in the Brookside apartments by August 1. He asked Mr. Chisholm to leave the premises and pay rent for whatever period was due at the rate of \$185 per month together with an additional \$10 per month for the use of a refrigerator.

Furthermore, it was brought out in court, Mr. Li sought to collect rent on the flat now occupied by Mr. Chisholm at the rate of United States \$35 per month. This rental increase Mr. Chisholm admittedly refused to pay.

At this point in the testimony, Judge Mossop advised counsel to settle the case out of court and adjourned the hearing.

In a previous hearing brought in the Chinese court, counsel for Mr. Chisholm told Judge Mossop yesterday, that the court had ruled against the complainant.

Another case involving rental problems at Brookside Apartments was heard in the Second Special District Court yesterday morning. The hearing was on a petition brought by Mrs. Jean Taylor against Mr. Li. The judge ruled that the petition should be amended. Before adjourning the hearing, however, he advised the contestants to settle their differences out of court if possible.

OCT 27 1939

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Rent Case Still Unsettled

Chinese Court Rules That
New Requests Be Made
In U.S. Currency Case

No result was obtained yesterday in the Second Special District Court in connection with the hearing of the new civil action filed by Mrs. J. Taylor, a tenant of Brookside Apartment in Avenue Haig against her landlord Mr. Peter K. C. Lee who has been seeking her eviction and an increase of rent by collecting the same in American currency. The judge took exception to the two requests made in the plaintiff's petition explaining that inasmuch as the requests were identical with those made in another petition previously made by the plaintiff as the appellant in the high court which had already passed a judgment different requests would have to be made in order to renew the legal battle in his tribunal which is a lower court.

The judge ruled that new requests should be made in a written petition in four or five days or else the plaintiff could withdraw the case. The two requests disputed in court yesterday were: 1. that the court sees to it that the rent lease shall continue to be effective until its expiration on October 1, 1940 and 2. that the landlord should not be allowed to collect the rent in American currency. The judge said that the Third Branch Kiangsu High Court recently dismissed the same case in which the same requests were made.

Sudden Notice

M. D'Auxion de Ruffe and Mr. L. F. Tchou, lawyers for the plaintiff, presented their case stating that the tenant whom they represented signed a contract with her landlord before occupying the apartment rooms she rented. They said that it was clearly mentioned that the contract should hold good until October 1, 1940. Unexpectedly, the court was told, on June 26 of this year, the tenant suddenly received a notice from her landlord asking her to pay her rent in American currency (U.S.35) and giving her one month's time in which to vacate should she refuse to comply with the request. It was contended that the demand for the rent in foreign currency was an illegal one as the original contract in which only Chinese currency was mentioned still held good.

To demand the rent in American currency was contrary to the regulations enforced by the Chinese government. If the court allowed the Chinese landlord to collect his rents in American currency then foreign landlords can collect their rents in foreign currency from Chinese tenants.

The lawyer for the defence told the court that in his notice to Mrs. Taylor served on June 26 asking her to vacate, his client, the landlord, gave her one month's time in accordance with Article 6 of the lease. The landlord did not ask for American currency. He merely asked her to leave by serving a one-month notice which he is permitted to do by the contract. He admitted, however, that should the tenant prefer to continue renting the house she must pay her rent in American currency. He mentioned the decision reached by the Third Branch Kiangsu High Court in connection with the same dispute asserting that the two requests made in the present case were identical with the previous ones. The judge then postponed the hearing until different requests are made by the plaintiff.

OCT 14 1939

Landlord Sued For Imposing Rent Increase

Unsuccessful Attempt Said Made To Get Payment In Gold

Chinese landlords of the Plumwell Villas, Amherst Road, were sued at the First Special District Court yesterday by two foreign tenants who complained that an 80 per cent increase on their rent was far too unreasonable.

The case was considered to be of great importance in local legal circles in view of the fact that it was the first case here where a tenant directly contests the right of a landlord to raise rent indiscriminately.

The plaintiffs were Messrs. N. B. Dohda and Mr. A. Koehler, who occupy various houses in the Villa. The defendants were Messrs. Wu Brothers, owners of the Villa.

It was revealed by the plaintiffs that at one time, the owners attempted to obtain rent payments in U. S. currency. When that attempt failed, it was stated, their rent was increased from \$159 to \$275, representing an increase of well over 80 per cent.

Arguing that they should not be sued, the defendants told the judge that they were not owners of the Villa, which they said, was owned by the Metropolitan Land Company, a British firm.

In support of their argument, the plaintiffs told the Court that the buildings in the Villa were individual houses and, unlike apartments where the landlord generally incurs large expenses for upkeep, are cared for entirely by the tenants.

The case was adjourned for another hearing, which will probably be held next week.

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OCT 12 1939

Shanghai Tenants Organized To Fight Unfair Landlords

Large Attendance at Shanghai Tenants' Association Meeting: Unanimous Support for Committee

THE fight against the rapacious landlord, members of which well-stocked species abound aplenty in the city of Shanghai, is now under way in earnest. Yesterday evening, in a crowded Community Church Hall, about 250 of the city's tenants of both sexes gave their full support to the recently formed Shanghai Tenants' Association, by whom the meeting had been sponsored, and unanimously backed a resolution authorizing the Association to continue its splendid work in aiding the oppressed tenant.

The meeting was marked by loud bursts of applause during short addresses given by three active workers on behalf of local tenants, Mr. S. M. Edwards, Mr. J. S. Chisholm and Mr. Carroll Alcott.

Presiding at the meeting was Mr. E. S. Little, who was supported by the three speakers and Mrs. E. G. Merritt, hon. secretary. In his address, Mr. Chisholm, acting chairman of the Association, stressed the fact that the Association had not been formed to "jyp" the landlord. "We expect a fair deal from the landlords," he said, "and they can expect a fair deal from their tenants."

He continued by outlining the history of the Association which, he stated, had come into being soon after the landlord of Brookside Apartments had given his tenants notice to pay rentals in United States currency and after a similar order had been given by the landlord of Garden Apartments.

"Several of these apartments," Mr. Chisholm continued, "were leased by the Shanghai Municipal Council. I wrote to the Council and asked if they were going to meet the demand to pay United States currency. I didn't get a reply. I wrote again and I telephoned and I got a reply (laughter) — they had come to an arrangement with the landlord not to pay in foreign currency."

Here Mr. Chisholm paid a sterling tribute to the work of M. D'Auxion de Ruffé, the Association's legal adviser, who, he pointed out amid applause, had expressed his determination to help the Association and to waive all legal fees at the present stage. "We owe a deep debt of gratitude to Mr. D'Auxion de Ruffé," the speaker added.

Ambassador Approached

Mr. Chisholm then referred to legal actions in which Mrs. Jean Taylor, a British subject, and Mr. Peter Li, a Chinese landlord, had figured. Dealing with this he explained that a ruling had been received from Chungking prohibiting the payment of rentals in a foreign currency. This ruling had been appealed against and, until a decision was received, they did not know where they stood.

He expressed thanks to the British Residents' Association, which had approached the S.M.C., F.M.C., and Sir Arcubald Clark Kerr, the British Ambassador. His Excellency had given every consideration to the tenants' case, said Mr. Chisholm, but owing to the complex nature of the situation in Shanghai he had not been able to promise effective action for a long period. The Am-

bassador and his staff, however, were still working in that direction.

"Not all landlords are grasping," continued the speaker when paying a tribute to landlords who had kept their rentals within reasonable bounds. He referred to the success of the Association and prophesied that the time was not far distant when it would have to have an office and secretary to deal with all the business. In conclusion he appealed for support and new members.

Genuine Distress in Shanghai

Mr. Edwards, who followed Mr. Chisholm, said that there was a very genuine distress in Shanghai at the present time in many homes because of mounting rentals. There was no reason at present why rents should not go higher unless some action was taken to prevent it.

He added that he had no grievance against his own landlord but he was there because he felt that, in the interests of justice, all tenants should work together. This attendance on his part, however, was not purely unselfish. He realized that though at the present moment a landlord might be treating his tenants fairly, there were no grounds for belief that that fair play would be continued.

Speculators, he said, were buying up properties for no other purpose than to exploit the tenants. Reasonable treatment at the present moment was not a guarantee of reasonable treatment in the future. "It is essential for us to get together in numbers," Mr. Edwards continued. "This is the only way to bring about reduction in rents. By concentrated effort and by sheer numbers we can create a great impression on the landlords and, believe me, they are susceptible to the pressure of public opinion."

"If the tenants of Shanghai showed that they were determined not to be exploited, then the Consular Body and the Council could be approached and brought to rally to their cause. There was no reason why the Consular Body should not help them, he said, and an order could be made to stop landlords charging a rental 50 per cent. above the normal and to deny the right to evict for not paying any increase above 50 per cent. The terms of the order could be left to the wisdom of the Consular Body," he added.

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Council Not Sympathetic

"The Council are not I am afraid, any too sympathetic to our cause," Mr. Edwards continued. He pointed out that the higher the rents were, the higher the rates paid to the Council were also. He was afraid that they would not get the Council on their side. To combat this, however, they could call a special meeting of ratepayers. He concluded by asking for the loyal support of all tenants.

Mr. Alcott introduced into his address many of those pithy comments. There was a definite need for such an organization as the Tenants' Association, he said; in fact there had been a desperate need for such a body for many years. It took a real crisis, however, such as the one facing the salaried employees in Shanghai today to bring it into being.

Because of conditions in Shanghai the opportunities for profiteering were unlimited. These conditions gave landlords a chance to "milk" a shell-shocked, disconcerted and beaten public as never before. Some landlords, he said, were not satisfied with a reasonable return on their investments but were tempted to go on a gold or sterling basis while their tenants were receiving salaries in local currency.

There is not one building in Shanghai which was built in terms of foreign exchange, he said amid applause. Although a few of the building materials had to be imported, they were imported in terms of local currency and the fact remained that the commitments of most Shanghai landlords were in local currency. Here he mentioned a case where a landlord had increased a rent from Shanghai \$140 to U.S.\$30, a 200 per cent. increase at the present rate of exchange.

The only way to curb the landlords was by organization, he said, and the Tenants' Association would be a powerful influence in fighting the landlord and in preventing other methods of profiteering, such as key money and skyrocketing rents. He remarked on the fact that this was the first time in Shanghai that the salaried workers had got together to give the co-operatives a battle. He finished by pointing out that while rents were always the first to go up and the last to come down, salaries were always the last to go up and the first to come down.

Resolution to Empower Committee

The resolution passed was as follows: "That this meeting approves the action of the Committee of the Shanghai Tenants' Association and authorizes the continuance of its efforts to obtain just and equitable rentals. It empowers the Committee to take whatever steps they may consider necessary or advisable to achieve this end."

The Committee was elected as follows: Messrs. J.S. Chisholm, W.M. Macoustra, British; L.D. Gholson, American; S.M. Edwards, British; Dr. Sundsbak, Norwegian; M.S. Boutourlin, Russian; R. Schinazi, American; Savul, Indian; A. Maude, British; Dr. Leto, Italian; Major Leitao, Portuguese.

Just before the close of the meeting a member of the Association asked if action could be taken to curb rising rents at the Y.M.C.A. "They have increased there every month since June," he added.

On the next page will be found a report of the withdrawal of an action by Mr. Peter Li, landlord of Brookside Apartments, against Mrs. Jean Taylor, British tenant at the apartments, in H.M. Supreme Court.

31 12 1959

Landlord Withdraws Case Against Mrs. Taylor

Chinese Landlord Will Not Continue His Case In
British Court Against His Tenant, Legal
Point In Defence Causes Withdrawal

The widely followed test case between Mr. Peter K. C. Lee, Chinese landlord, and Mrs. Jean Taylor, a British tenant of the Brookside Apartments 435, Avenue Road, was terminated yesterday, when the landlord and plaintiff withdrew his claim for rent due from the British Court.

This case, which started in the Chinese District Court here when Mrs. Taylor appealed against eviction and continued in H. B. M. Supreme Court where Mrs. Taylor was the defendant and Mr. Lee the plaintiff, became a test case of the legal attitude towards eviction and the payment of rent in foreign currency, with Mrs. Taylor strongly backed by the Shanghai Tenants' Association and Mr. Lee standing in his capacity as a landlord.

It will be remembered that when the case first came up in H.B.M. Court before Judge Sir Allan Macpherson last Thursday, the Crown Advocate, Mr. John McNeill, who appeared for the defendant, was ordered to file defence before the case could continue. This he did, and Mr. H. A. Reeks and his client, Mr. Lee, the landlord, after studying the text of the case for the defence, decided to withdraw the claim and thereby put an end to the case before it could go any further. Mr. Lee will have to pay the costs.

The reason why the claim was withdrawn was outlined to a representative of "The Shanghai Times" by Mr. H. A. Reeks, yesterday afternoon. He stated that upon examination of the case for the defence, it had been revealed that the landlord had received money paid as rent after giving notice to quit. In the eyes of the law the landlord has waived the notice to evacuate the apartment by receiving this money, which he received without stating that it was "compensation for occupation, and not rent." Therefore the landlord has withdrawn his claim and the Judge could give but one decision.

At 4 o'clock yesterday afternoon, Mr. H. A. Reeks gave formal notice of the withdrawal of his client's claim at the British Supreme Court, thereby ending this duel between a tenant and a landlord. However, the duel in principal between the tenants and the landlords continues, for last night a meeting of the Shanghai Tenants' Association was held at the Union Church Hall. This Association has been strongly supporting tenants in legal actions against their landlords.

Live

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NORTH-CHINA DAILY NEWS.

OCT 11 1939

All roads lead to Shanghai Tenants' Association General Meeting to-day at 5.30, in the Union Church Hall (corner of Yuen Ming Yuen and Soochow Roads).

Speakers: Mr. Carroll Alcott; Mr. S. M. Edwards; Mr. J. S. Chisholm.

Interested bona-fide Tenants may secure admission cards at the entrance hall on registration.

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OCT 11 1939

Landlord Drops Claim For Rent

P. Li Withdraws Suit Against Tenant In HM Court

The Shanghai Tenants Association, which is holding its first general meeting today, this morning scored a notable success in the Mrs. Jean Taylor-Peter Li duel, when the case brought by the Chinese landlord was withdrawn in the British Court this morning. Peter Li will have to pay the costs.

Li was successfully sued by a British tenant when the landlord tried to charge rental in gold dollars, but a second and similar case brought by Mrs. Taylor was rejected on a technicality. Mrs. Taylor decided to appeal the decision, and Peter Li announced that he was appealing the decision against him in the first case. He also decided on a counter-claim against Mrs. Taylor, but apparently his lawyers have decided that he wouldn't have had a chance of winning it.

The Shanghai Tenants Association meeting is to take place at last today, at 5.30 p.m. in the Union Church Hall on Soochow Road. Admission will be by card. Speakers today are to be Messrs. Carroll Alcott, S. M. Edwards and J.S. Chisholm.

The meeting was originally scheduled for some weeks ago, but postponed at the request of the Shanghai Municipal Council owing to the political situation prevailing at that time. Subsequently the inaugural committee has been putting in a great deal of work, as a result of which three court cases have been brought.

An arbitration board was arranged by the General Chamber of Commerce at the request of the SMC, but so far no case has gone before it. Fees, thanks to a Shanghai Evening Post article which showed what arbitration would cost the small man, were reduced in a public spirited action by the Chamber of Commerce to a flat rate of \$50.

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Li
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NORTH-CHINA DAILY NEWS.

Chinese Landlord Sues Briton

Mrs. Jean Taylor Appears
As Defendant In Hearing
Of Claim for Possession

A Chinese landlord's claim for recovery of possession of premises at present occupied by a British lady, Mrs. Jean Taylor, was adjourned until Tuesday by Judge Sir Allan Mossop in H.M. Supreme Court, yesterday after a short hearing. A statement of defence was ordered to be filed by tomorrow after counsel for plaintiff had outlined the facts of her case.

The plaintiff in the case was Mr. Peter Li, landlord of Brookside Apartments, 435 Avenue Haig, Mrs. Taylor being his tenant in the apartments. He was represented by Mr. H. A. Reeks while Mr. John McNeill appeared for the defendant.

Outlining his case, Mr. Reeks stated that this was a claim for recovery of possession of premises. A lease had been signed on December 13, 1938 between the plaintiff and the defendant. There was a clause in the lease, he added, by which it could be cancelled by either party by giving one calendar month's notice.

Interpretation Questioned

On January 26 plaintiff gave the defendant notice to return possession of the premises but Mrs. Taylor was still in possession and he asked that an order that possession be returned, and that mean profits in the form of rent to be paid, be made.

Mr. McNeill stated that he did not dispute the terms of the lease but he did dispute the interpretation placed upon these terms and he enumerated various clauses with which the defence disagreed. At this point Mr. McNeill pointed out that various documents connected with the case were at present in the custody of the Chinese Court where an action between the two parties was being fought.

Mr. Reeks then asked if the defence would be based on law and the Judge jocularly remarked "You will probably want to go through the Chinese Civil Code very carefully in order to teach me a bit about Chinese law." The case was then adjourned.

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Cy 10

Action in Chinese Court

The appeal filed by Mrs. J. Taylor, a British subject, with the Third Branch Kiangsu High Court against her landlord, Mr. Peter K. C. Lee, in a legal battle in which the former refused to pay her rent in United States currency was dismissed by the court yesterday. The judge stated, however, that if his decision did not satisfy the appellant she could file an appeal with the Supreme Court. An appeal will be filed, it was announced by M. d'Auxion de Ruffé who appeared for Mrs. Taylor.

This interesting case is sponsored by the Shanghai Tenants Association for Mrs. Taylor but the point at issue raised by the lawyer for the defendant, Mr. T. C. Chen, was that in a rent contract signed between the landlord and Mrs. Taylor it was provided that before the former wanted to request evacuation he must serve one month's notice and that such a notice had been served. Counsel for appellant contested at the previous hearing that the lease signed would be valid until October 1, 1940, and that she could not be evicted until that time.

He also opposed the demand that his client should be asked to pay her rent in United States currency, asserting that it was contrary to law. At the hearing held on Monday he pointed out that a ruling of the Ministry of Finance of the Chinese Government, promulgated in 1937, provided that all rents should be paid in the Chinese national currency and calculated on that basis during the period of national emergency.

CHINA PRESS.

Local Tenant Body To Meet On Oct. 11

Many Landlords Again
Increase Rent By
About 40%

While the Shanghai Tenant Association prepares for its first general meeting on October 11, many Shanghai landlords yesterday notified their tenants that "with regrets" their rents would be increased by from 30 to 40 per cent as of November 1.

In many cases the latest rental increase represented a 100 per cent increase as compared with the pre-war rates.

Contending that the living cost in Shanghai had mounted to an unprecedented high, the landlords demanding the rent increase stated in their notifications that they have found no other way out.

Angered Tenant

Interviewed by a CHINA PRESS reporter, a disgruntled tenant in no uncertain terms stated that the demanded rise is not at all justified.

"My rent has been increased three times during the past 18 months," he said. "Before the war, I paid \$120 for my apartment. This was subsequently raised to \$150 in June, 1938.

"Four months later, it went up \$25 again on the pretext that coal for heating was much too expensive but with the promise that the increase would be cancelled when spring returns.

"Spring came but nothing happened. We did not want to make any trouble and kept paying the \$175 rate. Then out of the blue this morning, the notice came that my rent would be raised to \$240 per mensem, exactly 100 per cent more than the pre-war rate. We are going to fight the raise," he concluded emphatically.

Tenant To Fight

Just how our informant is going to "fight" he did not disclose. But it has been reported that the courts will be kept busy for some time to come with litigations between

tenants and landlords. Many of the cases involved tenants whose landlords made demands on them that they pay their rent in U.S. dollars.

The Shanghai Tenant Association was organized in an effort to check unreasonable increases in rent rates. Its general meeting on October 11 will start at 5 p.m.

CHINA PRESS.

SEP 28 1939

3 Employees Get Suspended Prison Terms

"Unreasonable" Rental
Increase Leads To
Long Dispute

WATER, LIGHT CUT
OFF BY WORKERS

Complainants' Personal
Safety Said To Have
Been Threatened

A major victory for Shanghai tenants in their attempt to check ever-rising house rents was believed to have been achieved yesterday when the First Special District Court decreed that employees of a British realty firm had no right to cause the eviction of a tenant by force.

The suit was brought by a Russian tenant, Mrs. D. Hasser, of the Ascot Apartment on Bubbling Well Road. Her complaint was made against employees of the British firm, Brandt and Rodgers, Ltd., who, she said, had intimidated her and her daughter, damaged her property and committed offenses against her personal liberty.

Trial Concluded

Concluding the trial yesterday morning, the Court sentenced the three defendants to two months' imprisonment, suspended for three years. The defendants, J. Ifland, V. Debrosky and V. Smirnov, were hailed into court last week.

On the witness stand, Mrs. Hasser related the story of how several months past, the owners of the apartment had made repeated attempts to force her and her daughter out of their apartment.

The trouble began late last winter, Mrs. Hasser stated, when the landlords demanded a 30 per cent rent increase for her apartment. She consented only to a 10 per cent

increase, she added.

The dispute subsequently reached the Chinese court, she recalled, and early in May, a judgment was given in her favor.

Attempt Continued

Despite the judgment, Mrs. Hasser continued, the British owners time and again sought to dispossess her and during the last three months, they made life virtually unbearable for both mother and daughter.

Toward the end of August, the accused were alleged to have threatened the safety of the complainants and damaged their property. Ifland, as superintendent of the building, was said to have hired the other two defendants to keep the tenant out of the apartment elevator and to cut off her water and light. She told the judge that the electric wiring, cut off by the defendants once before, had been re-installed at her own expense.

Since the judgment was given in her favor, the British owners time and again sought to dispossess her and during the last three months, they made life virtually unbearable for both mother and daughter.

28/9/39

The latest attempt to evict her, Mrs. Hasser went on, was made on September 19 when the defendants plugged up all the sewage exhausts leading from her apartment. This resulted in the overflowing of the toilet and partial flooding of the bathroom, she added.

Incidents Related

Several incidents at which Mrs. Hasser and her daughter were prevented from using the elevator were related by the witnesses who appeared on behalf of the complainant. One of them stated that on one occasion Mrs. Hasser was told that she might sustain serious bodily injuries if she still refused to evacuate voluntarily.

Open admission that they were hired by the British owners to throw the tenant out was said to have been made by one of the defendants.

Testifying in their own defense, the defendants admitted they cut the electric wires and prevented Mrs. Hasser from using the elevator. They stated, however, that they were acting in strict accordance with the orders of their employers.

SHANGHAI FREE PRESS & MERCANTILE

SEP 24 1935

Realty Employees Given Sentences

Water And Light Cut; Harm Threatened To Woman

Shanghai tenants at bitter war with their landlords over the ever-increasing house rents saw the initial victory in a test case awarded to one of their harassed members today.

The First Special District Court this morning meted out two months' imprisonment to each of three employees of a British real estate firm for making an eviction attempt on a Russian lady tenant. The sentence was suspended for three years, however.

The judgment was handed down on the ground that the three Russian employees had by means of violence and threats prevented the lady lessee of the firm's property from exercising her rights as a tenant.

Intimidation

The three men sentenced today were J. Ifland, V. Debrovsky and V. Smirnov, all employees of Messrs. Brandt and Rodgers, Ltd. The lawsuit had been brought against them by Mrs. D. Hasser on charges of intimidation, damage to property and offense against personal liberty.

Mrs. Hasser, who occupies Room 307B at the Ascot Apartments on Bubbling Well Road, accused Ifland, a caretaker, of cutting the electric and water supply to her room on August 15 because she had refused to agree to a 30 percent increase on the rent of the room. She said that she had agreed to pay an additional increase of only 10 percent.

Threats Of Harm

Following this Ifland is alleged to have made threats of bodily harm to both Mrs. Hasser and her daughter, Miss J. Hasser, should she fail to move out of the premises. Ifland was also accused of incurring damage to electric installations on the premises made by the lessee with her own money on August 25.

In addition to the threats made at her and the damage to her property, Ifland was also accused of hiring the other two defendants as watchmen for the express purpose of preventing her and Miss Hasser from using the apartment elevator. The two Russians and another one, who was recently dismissed, took up duty in front of the lift on August 18, it was alleged.

Messrs. Y. T. Van and E. L. Yui represented the plaintiff, while the defense lawyer was Mr. B. L. Radomishelsky.

Eviction Fails

The trouble between Mrs. Hasser and the real estate firm began in April of this year when the firm brought a suit against her in the civil section of the court in an effort to evict her from the premises on her refusal to recognize a 30-percent increase on the rent. The court dismissed the case, overruling the eviction injunction filed by the real estate firm.

Although there have been numerous cases involving tenants and landlords, this is the first time a jail term, though it was suspended, has been given to representatives of landlords. This heralds a strong stand on the part of the Chinese judicial authorities in regard to illegal eviction measures adopted by some of Shanghai's landlords against their tenants. This attitude is interpreted as a protective measure to safeguard tenants in preserving their legal rights of possession.

OCT 5 1949

British Lady Appealing Against Eviction

Sues Landlord In Chinese Court For Demanding
Payment Of Rent In U.S. Currency; Latter
Will Retaliate In British Court

An interesting appeal case, filed by Mrs. J. Taylor, a British subject and tenant of the Brookside Apartment, 435, Avenue Haig, under the auspices of the Shanghai Tenants' Association, against Mr. Peter K. C. Lee, landlord, against payment of rentals in United States currency and against an eviction order was heard before Judge Hsia at the Third Branch Kiangsu High Court yesterday.

Messrs. Chow Liang-pai and D'Auxion de Ruffe appeared for the appellant, and Mr. T. C. Chen, for the defendant. Another case is also pending on October 5, at the British Supreme Court in which the plaintiff and the defendant will be reversed, although the legal issue will remain the same.

Contact Valid Till 1940

Neither party appeared in court yesterday, and the issue was contested by their counsel. M. D'Auxion de Ruffe maintained that the contract signed between Mrs. Taylor and the defendant would be valid until October 1, 1940, and that she could not be evicted until that date. He also contended that the defendant should not demand payment of rentals in U.S. dollars, instead of in Chinese national currency, as heretofore.

The Law of France, M. D'Auxion de Ruffe cited as an example, provided that if France were at war with another country, no Frenchman could demand payment of rentals in other than French national currency, at the risk of a court-martial and execution. It was a great "loss of face" for any Chinese landlord to demand payment of rentals in foreign currencies, now that China was at war. M. D'Auxion de Ruffe also quoted the ruling of the Ministry of Finance of the Chinese National Government, promulgated in 1937, stating that all rentals should be paid in Chinese national currency and calculated on that basis during the period of national emergency.

Rent Nearly Trebled

Counsel for the appellant produced a contract, wherein it was stated that the monthly rent was fixed at \$175, but on June 26 last Mr. Lee served notice upon her, stating that, commencing from August 1, rentals would be fixed at U.S.\$32.

The Judge, interposing, asked, "What is the difference between payment in Chinese currency and in American dollars?"

Appellant's counsel: "It amounts to \$450 at the present rate of exchange, or a clear difference of \$275 every month."

Mr. T. C. Chen, for the defendant, then contended that the contract stipulated that the landlord had to serve one month's notice upon the tenant before requesting evacuation. The tenant, too, had to notify the landlord before evacuating. Mr. Chow Liang-pai asked that great sympathy should be

shown by the court against eviction orders in general, because it was difficult for tenant to find suitable living quarters.

The notice served by Mr. Peter Lee upon Mrs. Taylor on June 26, Mr. Chen contended, was in the nature of an offer. He contended that since there was no acceptance, Mrs. Taylor had to vacate the premises.

Threatening Letter

At this moment, M. D'Auxion de Ruffe rose from his seat and interposed. "The notice was in the form of an intimidation. The letter of June 26 was followed by another written on August 4, in which the landlord threatened to take action against my client in the British Court for China." The letter added that she would have to pay £10 for costs, equivalent to about C.\$600. That was clearly designed to intimidate Mrs. Taylor, M. D'Auxion de Ruffe declared.

Since Mrs. Taylor did not agree to payment of rentals in American currency, she therefore did not see any need to reply to the letter of June 26. M. D'Auxion de Ruffe contended. Moreover, the contract would be valid until October 1, 1940.

Contradictory Contract

Appellant's counsel argued that the contract was contradictory in nature, for although the contract itself is valid until October 1, 1940, one section in it stipulated that both landlord and tenant should serve one month's notice before evacuation of the apartment.

Lenient Court

Mr. Chen alleged that Mrs. Taylor's motive in bringing the case before the Chinese court, and not before the British Court for China was due to her desire to avail herself of extraterritorial rights, and because Chinese courts were usually more lenient to tenants.

The Judge: "But defendant is a Chinese."

Mr. Chen: "Yes, I do not mean that she has not taken the correct procedure. I only wanted to outline the general situation."

Counsel for the defence further maintained that the number of foreigners in Shanghai had not increased, in spite of the hostilities and the housing situation only affected the Chinese population. He pleaded that the electricity charges, coal prices and the costs of running the apartment had increased. Prices for these had therefore to be based upon foreign exchange and in terms of Chinese currency. Hence the requirement to pay rentals in American currency.

Judge Hsia ordered that an accurate translation of the letters that had passed between the defendant and Mrs. Taylor be submitted to the court to-morrow.

Judgment will be rendered at 3 p.m. on October 5, the same day that the trial will open at H. M. Supreme Court for China, when Mrs. Taylor will appear as defendant and Mr. Peter K. C. Lee as plaintiff.

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Tenant Begins Legal Battle

25355

Plaintiff Faces Counter Action By Chinese in British Court

A British tenant is prosecuting her Chinese landlord this afternoon in the Second District Court and is herself to be prosecuted in the British Court on Wednesday.

Members and prospective members of the Shanghai Tenants Association are watching these two cases with great interest, especially as the general meeting to establish the association on its full basis has been convened for October 11, and as the landlord concerned has already lost one case brought against him by a British tenant.

No Foreign Currency

In this first case the landlord was sued for trying to raise the rent before a twelve-months' lease had been completed and for demanding that rent be paid in US dollars. The judge ruled in favor of the tenant, stating that the lease could not be broken in this manner and that foreign currency not be charged. Interest in today's case also lies in the possibility of a contempt of court ruling.

Articles of Association and by-laws have been drawn up by the inaugural committee of the Shanghai Tenants Association for submission to the first general meeting. They are as follows:

1. The name of this association is the Shanghai Tenants' Association.
2. The number of members is unlimited, and tenants of all nationalities are eligible for election.
3. The objects for which this Association is formed are:—
 - (a) To protect the interests of tenants.
 - (b) To promote a better feeling between tenant and landlord and to act as a liaison between tenant and landlord.
 - (c) To obtain legal advice and provide counsel for the defense of members, if such action is deemed necessary.
 - (d) To hire and employ all classes of persons considered necessary for the proper conduct of the Association, and to pay to such employees, and to other persons in return for services rendered, salaries, wages or gratuities.
 - (e) To promote and hold, either alone or jointly with any other association, club, or persons, meetings for the furthering of interests beneficial to the Association.
 - (f) To establish, promote or assist in establishing or promoting and to subscribe to, or become a member of any other association whose objects are similar in whole or in part to the objects of this Association.
 - (g) To invest and deal with money of the Association not immediately required in such securities and in such a manner as may from time to time be determined.
 - (h) To do all such other lawful things as are conducive to the attainment of the objects of the Association.

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Executive Committee

4. The business of the Association shall be handled by an executive committee who will be elected at the first general meeting and thereafter at each annual general meeting.
5. The accounts of the Association shall be audited annually by a chartered accountant to be appointed by the Committee, and a balance sheet shall be presented at each Annual General Meeting.
6. Should it be necessary at any time to dissolve the Association, the funds standing to the credit of the Association, after defraying all expenses and the cost of liquidation shall be divided equally among those members in good standing at the date of dissolution.

RULES

1. All business of the Association shall be managed by an Executive Committee which shall be composed of a Chairman, an Honorary Treasurer, and seven other members, one of whom shall be vice-Chairman. The Committee shall have power to co-opt additional members at their discretion.
2. The composition of the Executive Committee shall be of members representing as many different nationalities as possible.
3. Four members of the Committee shall form a quorum and the Chairman shall have the casting vote.

Application

4. Membership shall be by application and shall be approved by the Executive Committee who shall reserve the right to refuse admission without assigning any reason.
5. Membership shall be confined to those tenants holding direct tenancy from landlords or their accredited representatives. Sub-tenants renting part of apartments or houses from persons who are themselves tenants shall not be eligible for membership.
6. Complaints of any description must be made in writing to the Secretary, giving all relevant details.
7. Every complaint will be given due consideration and a report of the decision will be sent to the complainant by the Committee, who will use their discretion as to the action, if any, to be taken.
8. The Entrance Fee shall be C.N.C. \$10 and the annual subscription C.N.C. \$10, payable on election. Any member whose annual subscription is three months in arrear will automatically cease to be a member.

AUG 3 1939

Tenants Assoc'n.: Meeting to be Held Soon

To the Editor of the

"NORTH-CHINA DAILY NEWS"

SIR: Let me assure your correspondent and other of the same way of thinking that the Shanghai Tenants Association is far from being inactive. But, on the contrary has been putting in a great deal of hard work the fruit of which has so far fallen on the shoulders of a few willing workers.

An Association of this nature requires a great deal of organizing but is now taking definite shape. Memorandum of Association, Rules and Bye-laws have been drawn up, an entrance fee of \$10 and a yearly subscription of \$10 decided on.

These dues to some may appear excessive, but it must be borne in mind, that with the enormous amount of work involved it is necessary to have our own office accommodation and a paid staff to attend to all matters of business. In addition to this it is necessary to arrange for legal advice and defence.

It is estimated that at least \$1000 per month will be necessary to cover expenses and we are therefore aiming at a membership of 1000 of which we already have 300.

The Association will be run by a committee of nine, power to co-opt and will be international in character.

So far one case has been fought successfully in the Chinese Court, another case is pending and defence is being arranged for a case shortly being brought before a foreign Court.

The first General Meeting of the Association will be held in the Union Church Hall, Yuen Ming Yuen Road at 5.30 p.m. on Wednesday, October 11th to which all interested tenants are invited.

Admission cards will be mailed in the course of the next few days to all members. Others desiring to attend are requested to apply in writing for cards to Mr. W. M. Macoustra, Apartment 45, 1173 Bubbling Well Road.

J. S. CHISHOLM.

Shanghai, Sept. 30.

The Rent Racket: And those Surcharges

To the Editor of the

"NORTH-CHINA DAILY NEWS"

SIR,—With reference to the letter in your correspondence column this morning signed L.J.S. and to the notice on the first page—top left hand corner—it would be interesting to know just how much the Revenue Department of the French Municipal Council have derived in taxes from all the "increases" which tenants of the firm in question have had inflicted on them in the recent five months? I should imagine the manager of the firm in question is going around with an "is my face red" expression since the appearance of that notice!

I have seen a couple of circular letters sent out by the firm in question and in relation to the subject of heating charges, would like to ask if it is not the understanding of tenants in general when they lease an apartment that the charge for heating included in the monthly rental is to cover the five winter months and that it is averaged out monthly to suit the landlord? There are tenants of the firm in question who had a surcharge of \$30 included on their monthly bill last winter for the winter months but this surcharge was not deducted when the winter finished. The charge this winter is to be \$50 per month (at least for the first three months of the cold weather) and it would be interesting to know if this amount is to be deducted or not?

The sixth paragraph of L.J.S.'s letter suggests that the increased costs should be borne equally by tenants and landlords—vain hope! The general idea of landlords—both of apartment houses and boarding houses alike—seems to be "we must not lose any money. We must obtain the same amount as we did before prices went haywire"—and to that end seem bent on milching the public until "the stream runs dry." How long is it going to take these worthy beings to realize that most of us earn our salaries in Chinese dollars—that a chosen few only earn gold dollar and sterling salaries? Whilst admitting that most of us are in receipt of an "high cost of living allowance" nevertheless I venture to suggest that that allowance is not sufficient in some cases to cover the increased costs we are going to be faced with now that winter has arrived!, as witness the latest surcharge—80 per cent. for the Gas Company. If the Japanese and the Chinese don't "freeze" us out of here—the landlords will!

Here's to the Tenant's Association!
May it live long and rule wisely!

FAIRNESS.

Shanghai, Sept. 30.

SEP 10 1937

Rent Racket:**Correspondent Asks Questions**

To the Editor of the

NORTH-CHINA DAILY NEWS:

SIR, What has become of the Shanghai Tenants Association? Since the postponed mass meeting little has been heard of what promised to be the saviour of the Shanghai tenants. That this association is as necessary now as at any other time, and most certainly in a permanent form in the future, is borne out by an ultimatum sent to tenants in houses on Amherst Avenue by the landlords. The rent of these houses prior to the outbreak of the local hostilities was \$8159 and since that time an increase of \$20 was accepted by the tenants. We have now been informed that our rentals will be payable in U.S. \$47 or equivalent, which at the rate of \$17 local currency comes to \$629, i.e. an increase of \$444 on pre-hostility rentals. Tenants supply their own fuel and water and pay rates, electric power and light charges, so that none of the arguments put forward in a "contributed" article in your paper some time ago, as being the case for the landlord, has any bearing in this particular case. This is a further flagrant case of the type of callous landlord we have in Shanghai.

The decision handed down by the Second District Court recently that Chinese nationals could not charge rentals in foreign currencies has been overcome by Chinese landlords feinting the transfer of their ownership to noted foreign land agencies. This, however, deceives no one, except probably themselves.

While we appreciate to some extent the nice motives of those concerned for postponing the mass meeting of Shanghai Tenants, yet this is no time for "kid glove" action. We have heard from various sources of what is going to be done, but as yet no action to safeguard tenants is forthcoming.

The war in Europe affects most of us in Shanghai, but, so also does the local landlord fraternity, and therefore we suggest that an early date be decided for that much-needed mass meeting of tenants so that the Association can be put into immediate action to combat, in every honourable way, the crude and questionable methods of some of our landlords.

A TENANT.

Shanghai, Sept. 9.

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SEP 9 1949

Meeting Set **For Tuesday** **On Rent Issue**

In pursuance with its recent decision to assume the task of forming a rent adjustment committee in Shanghai, the General Chamber of Commerce will hold a committee organizing meeting Tuesday afternoon.

The decision to sponsor such an arbitration board was communicated by the General Chamber to the Shanghai Municipal and the French Municipal Councils Thursday and was made as a result of a request by those two bodies some weeks ago.

The rent adjustment committee was first envisioned by the British Residents' Association about a month ago after it had become apparent that landlords particularly in the residential sections of the city were making exorbitant demands on their tenants as a result of the sudden drop in the Chinese dollar. Not only were rents pushed up unreasonably but they were demanded in foreign currencies and in some cases landlords asked for three years' advance payment.

The S.M.C. in co-operation with the F. M. C. took the matter of forming an arbitration board under advisement but finally decided that the matter should be referred to a less official body in view of the fact that impartiality in any possible findings must be absolutely unquestioned.

SEP 9 1939

Rent Adjustment

The outbreak of war with its tremendous world problems and anxieties has tended to thrust local communal issues into the shade for the time being but it is encouraging to learn that definite action has been taken towards ameliorating the high rent conditions in Shanghai. The General Chamber of Commerce, with commendable public spirit, has accepted the suggestion of the Shanghai Municipal Council and the French Concession to create a Rental Adjustment Committee, and it is expected that the new committee will soon begin to function. The situation has shown little improvement in recent weeks, although certain legal definition to payment of rents in foreign currencies has been given. Through external circumstances principally based on the depreciation of sterling in relation to U.S. dollars owing to the European war, the Chinese dollar has assumed kangaroo-like momentum, but it has had no influence on the rent question. It is too early to suggest precisely what form of action the new committee will take, but it is believed that it will act in the nature of an arbitration board to suggest a fair economic limit in proportion to investments represented in property and a fair return in the way of rents. As most of Shanghai's house and apartment dwellers are grouped together in regard to rents, the committee's task should not be unusually difficult, although, of course, the acceptance of their suggestions remains to be seen. The general public has very solidly and definitely expressed its views on the question, and if the committee is able to adjust matters it will have contributed a great piece of public service to the welfare of a community like Shanghai caught in the toils of exchange and a depreciated dollar.

1939 28

Tenants to Serve Rent Non-Payment Notice

Representatives of the Pearce Apartments Residents' League will call on the management of the Shanghai Land Investment Company, owners of the apartment building in Hongkew, at 2.30 o'clock tomorrow afternoon, and will give notice of the decision of the tenants not to pay their rents, the Tairiku Shunpo said yesterday.

The tenants' league was formed on Thursday afternoon to oppose the action of the apartment building landlord in increasing rents about by 50 per cent.

Terming the action of the landlord "outrageous," the tenants' charged that the management of the apartment building was attempting to "escape the effects of rising commodity prices at the expense of the tenants," the paper said.

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AUG 28 1939

TENANTS RELUCTANT TO PAY RENT

Pierce Apartment Group
To Call On Company
With Decision

Representatives of the Pearce Apartments Residents' League will call on the management of the Shanghai Land Investment Company, owners of the apartment building in Hongkew, at 2.30 o'clock on Tuesday afternoon, and give notice of the decision of the tenants not to pay their rents, the "Tairiku Shimpo" said yesterday.

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AUG 28 1939

BALL AND CHAIN



FILE

NORTH-CHINA DAILY NEWS.

Aug 26 1939

Japanese Opposed to Rent Increases

Pearce Apartment Society Now Formed

Organizing to fight an increase of about 50 per cent. in their rents, most of the residents of the Pearce Apartments, Chapoo and Boone Roads in Hongkew, gathered at the rooms of the Shanghai Japanese Press Club there on Thursday afternoon and formed a Pearce Apartments Residents' League.

In resolutions adopted at the meeting the residents' league announced that the members would not pay their rents until the landlord representing the Shanghai Land Investment Company came to a "reasonable agreement."

The statement said it was "unreasonable" for the landlord to attempt to "escape economic burdens caused by high commodity prices at the expense of his tenants."

It pointed out that the rents were collected without a hitch even in the midst of the Shanghai hostilities due to the defence of the Hongkew area by the Japanese forces.

The resolutions stressed the necessity of a revision of the British regulations governing the apartments, "in accordance with the new situation existing at this time, when even the Land Regulations are regarded as subject to modification."

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CHINA PRESS.

AUG 25 1939

Rent Payers Here To Meet On Wednesday

Opinions On Proposed Adjustment Body Sought

The rent problem of Shanghai, which has been obscured during the past few days by other high living cost and political questions here, came to the fore yesterday with a report that the General Chamber of Commerce has circulated a letter among its members asking their opinion on a proposed "Rent Adjustment Committee" which is looked on favorably by the S.M.C.

At the same time it was learned that the Shanghai Tenants' Association will hold a mass meeting, postponed last week, on Wednesday at 5:15 p.m. in the Union Church Hall, 218 Yuen Ming Yuen Road.

The Association which was formed only two weeks ago will elect officers and hear propositions on how to carry on its fight against unscrupulous landlords. The question of financing will also be discussed at this meeting.

While the Chinese dollar has continued to decline during the past weeks causing landlords to revise their rents upward with added speed as the lease signing period of September approaches, a new "racket" has been devised evidently in the hope of appeasing public disgust with the current practice of demanding rent payment in foreign currency.

Instead of the former demand for "key money" and U.S. currency, some landlords now advertise a small monthly rental and no "key money" but three years advance payment. If the tenant should depart Shanghai or this life before his lease is up the landlord stands to profit by a large sum of money.

26/8

SHANGHAI TIMES.

30.7.24

TENANTS WILL HOLD MASS MEETING

Protest Over Increases In Rentals Will Form Basis Of Talks

The first definite step to protest against the recent heavy increase in local rentals will be taken this evening when a mass meeting of tenants of all nationalities will take place at the Union Church Hall, commencing at 5.15 p.m.

A number of speakers have agreed to take the platform and state the case of the tenants who are vigorously opposing what they claim to be unnecessarily large increases in rentals.

The decision to hold the meeting was reached at the inaugural meeting of the Shanghai Tenants' Association which came into being last Friday. Tenants of a number of the largest apartment houses in the city on that occasion banded together in their own interests to combat the rental increases.

An invitation has been extended to the Shanghai Property Owners' Association to send a representative to the meeting this evening in order to give him a chance to explain the landlords' viewpoint, but whether the invitation will be accepted has not been disclosed.

This evening's meeting promises to be lively.

CHINA PRESS

Rent Payers' Meet Postponed Due To Political Tension Here

Political tension in Shanghai during the past week reached a point yesterday where the newly formed Tenants' Association decided to postpone their mass meeting scheduled for today, in the interest of public welfare.

The local political situation *vis-à-vis* the "ta tao" government and the impending rice famine, it was stated, were considered sufficiently intricate problems to be solved at the time by the Municipal authorities, without injecting the further acute situation of abnormal rents into the picture. The meeting will probably be held next week.

No word had been received yet from the British Residents' Association on their proposed meeting tomorrow night to discuss the same

problem, it was learned.

The Shanghai Tenants' Association was formed Friday night following a meeting of representatives from ten apartment houses here in protest against endlessly increasing rents throughout the city and the demands by landlords that bills be paid in foreign currency or the equivalent.

The Union Church Hall on Sco-chew Road will be the scene of the mass meeting. Officers of the Association will be elected during the convocation and some definite policy formulated for coping with the rent "racket" here. It is hoped that a representative of the Landlords' Association will be present to give the other side of the picture.

Mass Meeting Planned For Near Future

New Association Will
Be Open To Every
Nationality

BRITISH CHAMBER
IS ALSO ACTIVE

Definite Action On
Rental Problem
Foreseen

The tenant-landlord battle which has raged through Shanghai's courts and public prints for more than a month now, entered a new phase of action yesterday with news that foreign groups are organizing a tenant association to combat unfair rent boosts.

The Shanghai Tenants' Association formed of apartment and business house occupants was formally launched to protect tenants of every nationality from landlords who are taking advantage of the present abnormal conditions.

Less definite but just as purposeful are the plans of the British Residents Association which this week approached the British Chamber of Commerce with the idea of joint action on the rent problem. A meeting of the Chamber will be held this week further to discuss possibilities.

Hongkew Discontented

Concurrently with the French and International Settlement rumblings news came yesterday that Chinese tenants in certain parts of Hongkew have refused to pay increased rents and that the Japanese Press Club in the Pearce Apartments, Hongkew filed a protest along with other tenants against 50 per cent increases.

In the meantime increasingly numerous opinions have come from the legal fraternity affirming the powers of the Municipal Council to regulate unfair rent practices. Although there is no ruling defining the Council's powers in such affairs, it is pointed out that neither has the body any definite powers to raise a Volunteer Corps or to operate a municipal orchestra. These matters come under the head of public welfare. Similarly it is pointed out that if the worst comes in matters of emergency such as the present, H.B.M. Consul would have the power to issue a King's Regulation establishing a maximum rent.

The Shanghai Tenants' Association was launched Friday evening attended by representatives of the Brookside, Garden, Medhurst, Bubbling Well, Foncin, I.S.S. Apartments, Grosvenor House and Embankment Buildings. The decision of those present that such an organization was necessary, appeared unanimous.

Handwritten notes and stamps in the right margin, including a large circular stamp with the number 30 and some illegible text.

Two resolutions passed at the conclave declared:

"1.—This Association is being formed in the interests of all tenants of every nationality to protect them from the action of those landlords who are taking advantage of the present abnormal conditions to demand excessive and unwarranted increases in rentals, which action is putting an unbearable load on the residents of Shanghai and thereby jeopardizing the economic structure of this city;

"2.—To act as a liaison between tenant and landlord.

Mass Meeting Planned

Negotiations are at present in progress for obtaining a meeting hall for a forthcoming mass meeting. The Property Owners' Association will be asked to have a representative present at this meeting.

The meeting closed Friday evening with a hearty vote of thanks to Mr. Carroll Alcott, well-known local news commentator, for his timely addresses on the rental situation in Shanghai, made over station XMHK.

The first fruits of Shanghai tenants' agitation for fair treatment from landlords came yesterday with the announcement that a large property holder who recently had asked that his future rents must be paid in Sterling, has now voluntarily offered to reduce increases by 20 per cent. and accept payment in local currency. The arrangement would be subject to tri monthly adjustment according to the trend of the money market.

The rent problem in Shanghai has been a problem only since the 1937 hostilities here which forced thousands of refugees into the Settlement and filled all available dwellings many of which had previously been empty.

Taking advantage of their monopoly of the housing situation landlords have gradually increased their rents over the two year period because of currency fluctuation and higher maintenance costs. In some cases the rents have been exactly double since 1937.

Panicky Landlords

With destabilization of the Chinese dollar in early July, the landlords became panicky. Prices were hiked throughout the city quite out of proportion to the drop in the dollar. But the fact which crystallized an uncoordinated antagonism into pleas for mass action, came when a Chinese landlord, Mr. Peter Li, demanded, besides a rent boost, that payment be made on a U.S. currency basis.

Immediately an association was formed in the affected apartment house and the matter was taken to court where M. d'Auxion de Ruffe, well known French attorney here, labelled the Chinese landlord's demand as tantamount to treason for daring to demand payment in a foreign currency.

In the meantime the "Ta Tao" mayor of Greater Shanghai, Mr. Fu Shao-en, wrote a letter to the *Sin Shun Pao*, Chinese language daily on July 25, demanding that the Settlement authorities take action on behalf of the poorer Chinese and prohibit both the unfair rent boost and payment in other than Chinese money.

The situation has been unduly aggravated by the fact that while rents here have been mounting with the rapidity of other food and living costs, salaries of those paid on a Chinese currency basis have latterly been increased by a fraction only of their just proportion.

Although it has been insinuated that the S.M.C. has done nothing so far to attempt an adjustment in rentals because of the higher sums received from ratepayers in consequence, it is probable that the council will shortly be forced to take definite action.

416 20 1939

Tenants Organize Association

Mass Meeting Planned in Near Future ; Undue Rent Increases Opposed

The Shanghai Tenants' Association was successfully launched on Friday evening, when representatives of Brookside, Garden, Medhurst, Bubbling Well, Foncim, I.S.S. Apartments, Grosvenor House, and Embankment Buildings met to discuss the advisability of forming such an association. The decision that an association was necessary at the present time was unanimous.

It was resolved:—(a) This Association is being formed in the interests of all tenants of every nationality to protect them from the action of those landlords who are taking advantage of the present abnormal conditions to demand excessive and unwarranted increases in rentals, which action is putting an unbearable load on the residents of Shanghai and thereby jeopardizing the economic structure of this city. (b) To act as a liaison between tenant and landlord.

Negotiations are at present proceeding for obtaining a suitable hall, for the purpose of holding a mass meeting of tenants of every nationality.

At this meeting it is intended to ask the Property Owners Association to send a representative to address the meeting, with a view to explaining the reasons for the enormous increase in rentals, and to state why rentals are being demanded in foreign currencies. It is hoped that arrangements may be made for a well known and respected local citizen to preside at the meeting.

The question of dues to the association was shelved for discussion at the mass meeting of tenants, but as funds are urgently required, voluntary donations, however small, will be welcomed, and may be sent to Mr. W. M. Macoustra, 45, Garden Apartments, 1173, Bubbling Well Road.

It was stated at the meeting that a large firm of property owners, who were demanding rentals in U.S. dollars and sterling had, due to the agitation of their tenants, voluntarily offered to reduce their demanded increases by twenty per cent., and charge in local currency, such an arrangement to be subject to revision every three months, when rents would be adjusted up or down according to the operating expenses then ruling for a further period of three months.

The meeting closed with a hearty vote of thanks to Mr. Carroll Alcott for his timely addresses on the rental situation over radio station XMHA.

Tenants' Rise In Opposition To Rent Rise

SHANGHAI TIMES.

2 1937

Association Formed To
Combat Action Of
Local Landlords

MASS MEETING IS TO BE CALLED

After considerable agitation, much private discussion and a general wave of indignation at the excessive increases in local rentals, an influential group of tenants, representative of many nationalities, was formed on Friday night and is now proposing to take suitable action to oppose local landlords who are taking advantage of the present economic situation in Shanghai to make substantial profits from rentals.

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Explanation Sought

At this meeting it is intended to ask the Property Owners Association to send a representative to address the meeting, with a view to explaining the reasons for the enormous increase in rentals, and to state why rentals are being demanded in foreign currencies. It is hoped that arrangements may be made for a well known and respected local citizen to preside at the meeting.

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The meeting closed with a hearty vote of thanks to Mr. Carroll Alcott for his timely addresses on the rental situation over radio station XMR.

HONGKONG DAILY NEWS,

AUG 1 1935

**Tenants' Association
Formed Here**

At a meeting held last night the "Shanghai Tenants' Association" was formed to deal with the knotty rental problem in this overcrowded city. It was reliably learned that the first public meeting of the new association would be held sometime next week and that Chinese might also participate in the movement. Promoters of the movement are expected to issue a press communiqué today.

D. S. S. received

by obtain
personnel.

19
1/8

CHINA PRESS

AUG 19 1939

Rent Increase Is Protested By Japanese

The Shanghai Japanese Press Club, which has its headquarters in the Pearce Apartments in Hongkew, Thursday afternoon filed a protest with Mr. A. W. Buck, manager of the Shanghai Land Investment Co. Ltd., against a 50 per cent increase in rent.

The protest stated that the club would not pay the rent until the company had come to an understanding. Other tenants of the apartment building had joined them in fighting the rent increase, the protest said.

This action of the company, the protest declared, would lead to a wholesale rise of rents in Hongkew and thus work a serious hardship on Japanese residents.

SHANGHAI CHINA DAILY NEWS

AUG 10 1934

Japanese Protest Over Rent Increase

Shanghai Land Investment
Co. Approached

The Shanghai Japanese Press Club, which has its headquarters in the Pearce Apartments in Hongkew, on Thursday afternoon filed a protest with Mr. A. W. Buck, manager of the Shanghai Land Investment Co., Ltd., against a 50 per cent increase in rent.

The protest stated that the club would not pay the rent until the company had come to an understand-

AUG 19 1939

Tenants Refuse to Pay Rent

**Tongshan Road Residents
Live at Half Rent for a
Period of Seven Months**

Taking advantage of the general antipathy towards landlords in the International Settlement and French Concession, the tenants of the Shanghai Land Investment Company's property in Tongshan Road, who had been living in the few blocks of small houses and shops at half rent, have objected to the company's request for full rent and have refused to pay any rent at all. Consequently, the company has shut off the water supply to all the houses.

Before the outbreak of hostilities in Shanghai on August 13, 1937, rents on the Tongshan Road property were quoted at \$18 and \$19 per month for small houses and shops. When the evacuation of the district occurred after the outbreak of the war here, the company decided to increase the rent of both houses and shops to \$23 per month, if the tenants ever desired to move back to the area.

In February, 1938, such a movement began and about 20 per cent. of the dwellings were occupied by tenants who had moved back to their old homes and who lived there rent free. There was no water supplied to the houses at the time, consequently the company permitted the tenants to live there rent free. As more and more people took up residence in the block the company was moved, in November, 1937, to charge tenants half of the new rent decided upon and to supply water to the tenants at intervals of three times a day.

Request of Tenants

This was done at the request of the tenants, who had formerly been getting water from hydrants outside the Japanese Naval Landing Party Barracks. The company stipulated that if the water was turned on the tenants would have to pay half of the new rent, or \$11.50 per month. At the time the company did not feel justified in charging full rent because there was no light provided for the lanes and alleyways.

Last month, however, the company was able to supply water freely 24 hours a day, had turned on the lights in the lanes and alleyways and provided a Russian watchman for the property. They then sent a circular letter around to all tenants stating that as conditions had more or less returned to normal and that as the company was supplying water with no restrictions the tenants would be requested to pay full rent, or \$23 per month for their houses or shops.

Immediately the tenants construed this move as a demand for an increase of 100 per cent. over the rent they had been paying and refused to accede to the company's request. In reality, however, it was merely an addition of 50 per cent. to the half they had been paying, thus making the rent 100 per cent. or \$23 per month. Even this figure represents an increase of only 25 per cent. over the rent they had been paying before the war.

Higher in Settlement

To rent the same house in the International Settlement, an official of the company revealed to the "North-China Daily News," would cost about \$60 or \$65 per month. Considering this fact, the increase in rent asked by the company for their property in Tongshan Road is not exorbitant. The tenants remain steadfast in their determination not to pay, however, and have paid no heed whatsoever to rent collectors who have paid visits to the premises in order to collect the rent.

These tenants are all Chinese and cannot be sued in the First Special District Court as they are beyond the jurisdiction of that Court when they are living in occupied territory. Certainly, they will not come into the Settlement to stand trial for failing to pay their rent. This, in turn, brings up the question of who really is responsible for the interests of third party property holders on the other side of the Creek if they are beyond the jurisdiction of the Settlement authorities. For instance, an eviction order issued by the First Special District Court would have no value whatsoever in the occupied territory and could not be carried out.

NORTH-CHINA DAILY NEWS

Aug 19 1933

The Rent Racket: Where the Trouble Started

To the Editor of the
"NORTH-CHINA DAILY NEWS"

SIR,—I read CONTRIBUTOR's original article and also his apologia in yesterday's paper.

As he is willing to attack anonymously people who write under their own name, he cannot complain if he is himself attacked.

The original article led off by assuming that the present increase in rent and the rent racket in general are due to the depreciated dollar. This is, of course, not the trouble, or at any rate, the whole trouble. The rent racket started when Shanghai became crowded with refugees but has been intensified by the drop in the value of the dollar.

Judging from the Latin tags used by your CONTRIBUTOR, there is no doubt that he is aware of the maxim *falsum in uno, falsum in omni* and if, therefore, the foundation of his argument is unsound, the whole of his deductions are rotten. Rotten is perhaps the right word to use as the view of your contributor reeks strongly of vested interest. Perhaps an even better simile would be that someone is trying to make hay while the sun shines.

One point that I have not seen brought out in your columns but was mentioned by my old friend Mrs. Jones at a tea party yesterday, was that though the S.M.C. can do nothing to restrict rents, yet the S.M.C. is content to grant a 25 per cent. increase to "B" and "L" classes while allowing "B" and "L" class employees to be subject to rental increases of 70 to 80 per cent. or more.

MRS. JONES' FRIEND.

Shanghai, Aug. 18.

NORTH-CHINA DAILY NEWS.

AUG 19

Rent Nearly Doubled

To the Editor of the

"NORTH-CHINA DAILY NEWS"

SIR,—With reference to the much excited correspondence in your esteemed daily about the rent rack-teering in Shanghai, I cannot remain silent without giving a due praise to some landlords, who regardless of the great temptation to follow their unscrupulous colleagues in raising rentals limitlessly, are content with a very reasonable increase of rentals. For instance, the rentals of some of my acquaintances have been increased by 12 to 20 per cent. only, since 1937.

Unfortunately I cannot boast of having connection with that kind of landlords. I am having an apartment in one of the largest and richest French Companies in town. My rent has been increased by 95 per cent. since the commencement of the hostilities, and as I understand, the rent will be still further increased with the approach of cold weather.

Of course the price of coal is very high nowadays, but our Company economizes on fuel by supplying us with lukewarm water instead of hot, and even such we get during a limited period of time only. Last winter, our "central heating" was working in the same manner.

As I have learned, the salaries of employees of this company had up to now been raised by 15 to 20 per cent. only.

To finish with this question, I must mention that it is nearly three years since my apartment was repainted and necessary repairs made and it is now in a deplorable condition.

In view of the above facts an enormously high increase of my rental is hardly justified.

X.

Shanghai, Aug.

CHINA PRESS.

AUG 24 1939

S. M. C. Will Not Sponsor Rental Board

Council Favors Scheme
But Refers B.R.A.
To Chamber

Although taking an open stand in favor of the appointment of a rental adjustment committee for the arbitration of disputed rental cases, the Shanghai Municipal Council yesterday rejected the idea of sponsoring such an organization.

The rejection was contained in a circular notice issued to the press last night. It stated:

"The British Residents' Association of China has suggested to the Council the formation of a rental adjustment committee to which disputed cases might be referred for arbitration, each side having previously agreed to abide by the findings of the committee.

"Favorably Disposed"

"It was suggested that the Municipal Council should sponsor such a scheme. Both the French authorities and the Shanghai Municipal Council are favorably disposed towards the scheme, but it is felt that the actual formation of the committee and the drawing up of its terms of reference should be referred to a body such as the General Chamber of Commerce.

"The General Chamber of Commerce, therefore, has been asked whether it would undertake the operation of this project."

It was pointed out yesterday that while the Council is not disposed to sponsor the board officially, it definitely favors the idea of such a board being formed.

Idea Not New

The General Chamber of Commerce, it is understood, has taken the matter under advisement and is expected to take some sort of definite action within a few days.

The idea of establishing an arbitration committee to handle dispute rent cases between landlord and tenant is not exactly new, it has been under consideration by the British Residents' Association for some time and its establishment also is known to be one of the aims of the recently formed Shanghai Tenants' Association.

File

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SHANGHAI TIMES.

AUG 24 1939

Council Approached On Rental Rise

The British Residents' Association of China has suggested to the Council the formation of a Rental Adjustment Committee to which disputed cases might be referred for arbitration, each side having previously agreed to abide by the findings of the Committee.

It was suggested that the Municipal Council should sponsor such a scheme. Both the French authorities and the Shanghai Municipal Council are favourably disposed towards the scheme, but it is felt that the actual formation of the Committee and the drawing up of its terms of reference should be referred to a body such as the General Chamber of Commerce. The General Chamber of Commerce, therefore, has been asked whether it would undertake the operation of this project.

To the Editor of the

North-China Daily News

Sir, Disregarding Reviews of my aboriginal, sneering and wholly unjustified remarks in regard to the various correspondents, including the writer, whose letters on behalf of the tenant's case appeared in your paper, as not deserving serious attention, I would like to say a few words on the subject of the currency situation in Shanghai as affecting the public in general and landlords in particular.

That the depreciation is a source of misery all round is admitted by everybody, but if there will be any to benefit by it it will be the landlord, mostly. It is a well-known fact that the majority of properties in this city were bought with borrowed money; the Chinese and American Courts having been particularly lenient in cases of foreclosure, and though R. DE LA M. prediction come true there may be a time when landlords will be able to repay the loans they received in worthless bits of paper, retaining for themselves the full possession of the lands and buildings they acquired with somebody else's good money. They will thus be in possession of solid values no matter what happens to the dollar, while those who have loaned them the money will lose everything. Since R. DE LA M. is so deeply concerned over the landlords' "daily bread," perhaps he will also find a few tears to shed over the fate of their would-be victims.

There are also millions upon millions invested in debentures bearing a fixed rate of dividend and repayable in local currency. Such investors have no choice but to watch their hard-earned savings, perhaps savings of a lifetime, dwindle away and with them most of their dreams of vacations, retirements, etc. These people have not been speculating. Why should R. DE LA M. waste all his sympathy on landlords when so much of it is needed in other directions? Indeed, one could go on naming dozens of deserving causes, and for the life of me I cannot see why the public should spread itself out in order to facilitate the ever-rising demands for higher rents.

As I pointed out in my previous letter, landlords now enjoy an income of 30 to 50 per cent. higher than in the pre-hostilities days, and I am inclined to think that certain types of landlords receive much more. A French land company, for instance, raised the rents to their foreign tenants by 90 per cent., and is still demanding higher rents. Does R. DE LA M. believe that such ruthless extortion should go on unopposed?

To be sure, there are a few who enjoy the benefit of income from foreign currencies. Though I am not one of them I wish them all the luck in the world. It is their "dog's day," as the landlords had theirs, and there is no more reason that they should share their bit of good luck with their landlords than for the latter to give up a part of their solid investment in property in favour of those who have invested their money in debentures which bear now but a fraction of their original value. The great bulk of tenants, however, consists of tradespeople, clerks, professional men, workmen, etc. who derive their income in local currency and who for the most part find it difficult to meet the high cost of living as it is. They give to the landlord his full share, and more.

A few more words, to answer a question put by R. DE LA M.—any law which protects both sides is a good law. The Chinese Courts have shown leniency to the tenant, but were it not for the same law many owners of property would have been today paupers.

VOICE OF SHANGHAI.

Shanghai, August 22.

THE RENT CRISIS IN SHANGHAI.

(Editorial)

Shanghai to-day is passing through a rent crisis; this usually accompanies a social or economic breakdown.

The known apparent causes of the crisis are: over-population of the two Foreign Settlements. The International Settlement has now a population of about 2,000,000, this being an increase of 900,000, while the population of the French Concession has risen by 480,000 to 1,200,000. On the other hand, there has been very little building. Naturally, this had the tendency of sending rentals soaring by virtue of the law of supply and demand.. To this tendency must be added another factor: the continual drop in the value of the Chinese dollar.

From the viewpoint of the landlords, the problem at first sight seems simple enough; one has only to adjust the rent according to the exchange.

In the eyes of the tenants, the solution is equally simple: the commonest is one demanding legislation prohibiting the raising of rent.

Need one to recall that in all social and economic problems whose causes are multiple and complicated, all radical solutions which are considered as the most simple only make matters worse. This remark is applicable to the rent problem in Shanghai. The solutions put forward are impracticable and impossible; some are actually disastrous.

The majority of the residents of Shanghai earn their living in Chinese dollars but their earnings have not kept pace with the changes in the value of the dollar. The disproportion between the drop in the dollar and increases in salary has been enormous. This disproportion would mean in the case of a family of modest income an adjustment of the rent at pre-war rate and this would absorb all the earnings of the family. This is by no means an exceptional case nor is this a case of theory only.

Take, for instance, a family in which the husband is earning \$150 a month; he is now earning \$225. The wife's salary of \$125 has been increased to \$187.50. Their total earnings are \$412.50. They pay \$100 for an apartment of two rooms, bath and kitchen at the time when the Chinese dollar was 9.50 francs or \$15 to a pound sterling. This rent is reasonable.

To-day the pound sterling is quoted at \$60. If a readjustment is made in the rent of this family on the basis of the pound sterling, the family will have to pay a rent of \$400. This case well illustrates the almost insurmountable difficulties facing a solution of this rent problem in Shanghai.

On the other hand, the tenants are suggesting the adoption of the universal panacea: the passing of legislation prohibiting the raising of rentals. But this also is impracticable. The rent from property constitutes one of the most important sources of income in a city like Shanghai. The prohibition of the raising of rentals would, in the case of Shanghai, mean a reduction of income by 75%.

This will have far-reaching repercussions on the economic life of the city: there will be restrictions on the purchasing of goods and of articles of luxury, the building and repairing of houses will cease---, in short, a general business depression. Labourers, clerks and other class of workers will be discharged and this will result in many tenants not being in a position to pay their rents. Social and economic troubles will then follow.

It should be noted that this is not all theory for this is exactly what has happened in France.

Progressive taxation of rent, not the mere prohibition of rent increase, has been in force in France since 1919. Nobody can deny that it has been one of the aggravating causes of the many crises that have troubled France. Meanwhile, the legislator, who is all-powerful in France, has always sought to mitigate the rigours of the taxation by means of compensations to landlords. Nevertheless, in the matter of legislation prohibiting the raising of rent, one should consider whether it is likely to be passed and what the consequences of such legislation would be, for it touches the question of the civil rights of the inhabitants.

On the question of civil rights, all residents in the French Concession are amenable to their respective national laws, that is to say, the Chinese will be amenable to the Chinese Civil Code, the British to British law and so on for the nationals of thirteen Treaty Powers. For a tax to be imposed on a Chinese or British or any other foreign landlord and for their respective Courts to enforce the tax on their nationals, it will be necessary to secure the consent of these Powers to an amendment to their laws. Much difficulty will be experienced in securing the consent of these legislative bodies to such an amendment of their laws.

Furthermore, if property in the French Concession is to be taxed in this way, it is not to be supposed that property in the International Settlement will remain untouched. That would be a case of glaring inequality of treatment. It will be necessary therefore to secure the consent of the Shanghai Municipal Council.

We believe we are right in saying that an attempt was made in this direction at the beginning of the Sino-Japanese hostilities with a view to finding a solution to the rent question by a building commission.

Instead of blaming our authorities who are not responsible for the crisis from which we are suffering, we should trust them not to take any path that is full of precipices.

X. L.

18 1939

Japanese Press Club Annoyed

Protest On 50 Percent Increase Made To Landlord

The Shanghai Japanese Press Club, which has its headquarters in the Pearce Apartments in Hongkew, Thursday afternoon filed a protest with Mr. A. W. Buck, manager of the Shanghai Land Investment Co. Ltd., against a 50 per cent increase in rent.

The protest stated that the club would not pay the rent until the company had come to an understanding. Other tenants of the apartment building had joined them in fighting the rent increase, the protest said.

This action of the company, the protest declared, would lead to a wholesale rise of rents in Hongkew and thus work a serious hardship on Japanese residents.

Other Protests

The Japanese Press Club is by no means alone in protesting against a Hongkew rent hike, as there have been protests galore south of the creek by tenants in recent weeks, with the result that in some cases landlords have agreed to conferences with them.

One of the most popular forms of rent-increasing by landlords has been to charge whole or part rentals in sterling or gold dollars, which has brought complaints from Chungking.

Japanese Example

North of the Soochow Creek landlords have found it necessary to increase rentals, by varying amounts.

An example of rent raising can be seen in the action of the new Japanese management of the Broadway Mansions in increasing all rentals by 30 percent for one month, after which all rentals were to be paid in Hongkew money at 6 d. to the "dollar."

FILE

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SHANGHAI TIMES

AUG 1 1 1939

NEWSMEN LEAD RENT INCREASE PROTEST

Object To Basing Of Part
On Rental On Old
Value Of Dollar

Japanese newspapermen to-day were in the van of an anti-landlord campaign in Hongkew, as they sought to organize the tenants of the Pearce Apartments, situated at the corner of Boone and Chapoo Roads, in a protest against a recent rise in rents.

According to the "Tairiku Shinpo," the Shanghai Land Investment Company, owners of the building, on August 1 notified their tenants that beginning this month, one-fourth of the rental would be collected at the pre-devaluation rate of dollar exchange when the Chinese yuan was pegged at 1 shilling, two and a half pence. This would bring an actual increase of from \$160 to \$240 for a typical apartment, the paper said. This is a 50 per cent. raise.

The Shanghai Japanese Journalists Association with club rooms in the Pearce Apartments on Wednesday circularized all tenants urging them to join a movement of protest, the newspaper declared.

The "higher-rent parade" was launched by the Broadway Mansions, now owned by the Shanghai Heng Chang Company, a Sino-Japanese firm, last month, when tenants were notified of a 35 per cent. raise on their rents beginning on August 1 while beginning September 1 rents would be quoted in Hua Hsing yuan pegged at 6d.

Jo J.
10/8

23186

NORTH-CHINA DAILY NEWS.

AUG 11 1939.

A Letter Praised

To the Editor of the

"NORTH-CHINA DAILY NEWS"

SIR.—Through the medium of your paper I wish to congratulate H. S. WARELL most heartily for the very best letter yet published in connection with the rent racket.

The loyalty of the S.V.C. and Police Specials to the interests of this city is the most amazing feature of Shanghai's present-day abnormality. A common question among Shanghailanders now is why the S.V.C. and Police Specials should voluntarily serve and risk their lives in maintaining peace and order in this city when the wealthy and influential section of Shanghai's population are doing their best to foster struggle, disorder and enmity among the poorer classes.

The S.M.C. has assumed the role of a blind and deaf invalid; therefore one should not be surprised if one day we witness a kind of indignation gesture on the part of "small fry" of this city by resignation "en bloc" from their voluntarily assumed duties.

I understand H. S. WARELL's letter as a warning to the S.M.C. and before it is too late it is strongly suggested that the S.M.C. issue another "Emergency Proclamation" to curb the voracious appetite of racketeering landlords and profiteering a la mode.

OLD TIMER.

Shanghai, Aug. 10.

Ja. 8.
11/8.

2219

NORTH CHINA DAILY NEWS.

AUG 11 1939

Hongkew Starts Fight Against Landlords

Higher Rents Opposed by
Japanese Journalists

Japanese newspapermen today were in the van of an anti-landlord campaign in Hongkew, as they sought to organize the tenants of the Pearce Apartments, situated at the corner of Boone and Chapin Roads, in a protest against a recent raise in rents.

According to the "Tairiku Shimpō," the Shanghai Land Investment Company, owners of the building, on August 1 notified their tenants that beginning this month, one-fourth of the rental would be collected at the pre-devaluation rate of dollar exchange when the Chinese yuan was pegged at one shilling, two and a half pence. This would bring an actual increase of from \$160 to \$240 for a typical apartment, the paper said. This is a 50 per cent. raise.

The Shanghai Japanese Journalists Association with club rooms in the Pearce Apartments on Wednesday circularized all tenants urging them to join a movement of protest, the newspaper declared.

The "higher-rent parade" was launched by the Broadway Mansions, now owned by the Shanghai Heng Chang Company, a Sino-Japanese firm, last month, when tenants were notified of a 35 per cent. raise on their rents beginning August 1, while beginning September 1 rents would be quoted in Hua Hsing Yuan pegged at 6d.

Ja 9.
11/8

Headquarters,
Central Police.

April 25, 1940 .

To. Secretary & Commissioner General,

S. M. C.

The enclosed herewith are the documents in
respect herewith the unmentioned documents.

Reference:- D. 9373/5

Subject:- Re: International Tenants Association
in Hongkew.

Enclosure Copy of a Police report.

27 11 40

CCV.

April 22, 1940.

[illegible]

Attached herewith is a leaflet and translation of same, explaining the aims of the above organization.

J. F. Howell
CGK/.

P R O S P E C T U S .
OF THE
INTERNATIONAL TENANTS ASSOCIATION IN HONGKONG.

1. The above named association was founded in the beginning of September 1939 under Japanese laws, which are now valid in the areas occupied by the Japanese troops, and is controlled by the competent authorities.
2. Every house, store, apartment and room tenant in Hongkew shall become a member of the association, which will be advised and protected by Japanese lawyers.
3. The organization will regulate the whole real estate and housing market in Hongkew:-
 - a) by fighting the real estate-house-room rent profiteering, i.e. putting an end to key money, and by abolishing the request of landowners to pay the lease in foreign currency.
 - b) by solving disputes through a proposed court of arbitration.
 - c) by setting up compulsory rules for hygienic and sanitary installations in the existing houses, and premises to be erected in the future. The amount of such installations, apart from the minimum necessities will depend upon the amount of the lease.
 - d) by giving members of the association expert advice in all renting and buying affairs, particularly the signing of contracts.
 - e) by building up-to-date communal dwellings on the instalment system.
 - f) by protecting the safety and financial interest of the members and their families, by establishing a Sickness, Theft, Burglary, Accident, Life and Fire Insurance to which members would subscribe at a reasonable rate.
4. Every House, Store, Apartment and Room tenant who wants to join this association must pay an initial amount of Yen 1.- and will receive a membership card.

5. Every member must pay his membership fee in advance on the first of every month.

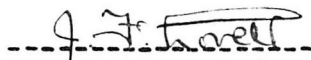
Rental of S\$50.- monthly.....0.50 monthly.
Rental of S\$100.-monthly.....1.00 monthly.
Every additional S\$50.-0.50.

International Tenants Association in
Hongkew.

Temporary Office: 106 Sassoon House.

Telephone 16481.

Certified true copy



CCK/.

SHANGHAI MUNICIPAL POLICE SHANGHAI MUNICIPAL POLICE
S. B. REPLY
C.S.6, Special Branch, ~~D. C. S.~~
REPORT
Date April 22, 1940

Subject (in full) Re: International Tenants Association in Hongkew.

By D. P. S. Danemanis Forwarded by Supt. Mason.

I beg to report, that whilst making enquiries with D.S.I. Wittinsky at a store at 599/38 Tongshan Road, it was learned from one David Schlesinger, licensee of a small provision store at the above address, of the existence of the "International Tenants Association in Hongkew". It appears that one named Adolf Lang, German Jew, residing at 599/20 Tongshan Road is distributing the attached leaflets to house and shop owners in the Wayside district and collecting money for "membership fees". The initial amount requested is Yen 1.-, the monthly membership fee being in proportion to the rental paid by the "members".

Attached herewith is a leaflet and translation of same, explaining the aims of the above organization.

S.C.G.



D. P. S. Danemanis
D. P. S.

D.C. (Special Branch).

PROSPEKT

der

INTERNATIONALEN MIETER VEREINIGUNG in HONGKEW.

1. Die obengenannte Vereinigung wurde Anfang September 1939 unter Japanischen Gesetzen gerguendet, welche jetzt in von japanischen Truppen besetzten Gebieten gueltig sind, und wird von den zustaendigen Behoerden kontrolliert.
2. Jeder Haus, Laden, Apartment und Zimmer Mieter in Hongkew soll Mitglied der Vereinigung werden, welche von japanischen Advokaten beraten und beschuetzt wird.
3. Die Organization bezweckt die Regelung des gesamten Grundstuecks- und Wohnungsmarktes in Hongkew:
 - (a) durch Bekaempfung des Grundstuecks-Haus- und Mietzinswuchers, durch Beseitigung des Schluesselgeldes und durch Ausschluss von Forderungen des Mietzinses in auslaendischer Waehrung,
 - (b) durch Klaerung entstandener Streitfragen mittels eines im einzelnen noch festzulegenden Schiedsgerichtes,
 - (c) durch Aufstellung allgemeinverbindlicher Richtlinien fuer hygienische und sanitaere Einrichtung in den bestehenden, resp. zu erbauenden Haeusern. Richtunggebend wird hierbei, abgesehen von unbedingten Minimalforderungen, die Hoehe des Mietzinses sein.
 - (d) durch fachgemaesse juristische Beratung der Mitglieder bei allen Kauf-Pacht und Mietsangelegenheiten, insbesondere beim Abschluss von Vertraegen. Grundlage ist bei letzterem der im Besatzungsgebiet geltende Einheitsmietvertrag.
 - (e) durch den Bau von modernen Ein- resp. Mehrfamilienhaeusern auf dem Wege der Amortisierung.
 - (f) durch persoenliche, resp. materielle Sicherung des Mitgliedes resp. seiner Familie in Form eines Beitritts zu einer Krankenkasse ferner Diebstahl und Einbruch resp. Unfall, Sterbe- und Feuerversicherung zu besonders guenstigen Bedingungen.
4. Jeder Haus, Laden, Apartment und Zimmer-Mieter, welcher in diese Vereinigung eintreten will, muss als Eintrittsgeld Yen 1.00 zahlen und bekommt eine Mitgliedskarte.
5. Jedes Mitglied muss der Vereinigung am Ersten jedes Monats im voraus sein Mitgliedsgebuehr wie folgt zahlen:

Bei einem Mietzins bis Sh. \$ 50.00	0.50 Sh. \$ per Monat
„ „ „ „ 100.00	1.00 „ „ „
fuer je Sh. \$ 50.00 darueber hinaus	0 50 „ „ „

Internationale Mieter Vereinigung in Hongkew.

Provisorische Kanzlei: 106 Sasson Haus

Tel. 16481

PROSPECTUS.

OF THE

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 - d).by giving members of the association expert advice in all renting and buying affairs, particularly the signing of contracts.
 - e).by building up-to-date communal dwellings on the instalment system.
 - f).by protecting the safety and financial interest of the members and their families, by establishing a Sickness, Theft, Burglary, Accident, Life and Fire Insurance to which members would subscribe at a reasonable rate.
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Rental of S\$50.- monthly 0.50 monthly.
Rental of S\$100.-monthly 1.00 monthly.
Every additional S\$50.- 0.50.

International Tenants Association in
Hongkew.

Temporary Office: 106 Sassoon House.

Telephone 16481.

SHANGHAI MUNICIPAL POLICE.

Section 1, Special Branch

REPORT

Date March 13, 1940.

Subject: Karukes, Soviet citizen.

Made by: D.S.I. Frokofiev.

Forwarded by: [Signature]

Enquiries show that E.A. Karukes, age about 42, Soviet citizen of Jewish origin, arrived in Shanghai some time during 1935 from Harbin where he is reported to have been employed with the Economic Bureau of the Chinese Eastern Railway and also to have been working as a correspondent to certain Soviet newspapers.

In Shanghai he was employed with the Soviet newspaper "New World" (later renamed "China Daily Herald") until 12-10-37 when the newspaper went out of existence. Although there is no direct evidence to this effect, he is believed to have been connected with the "Rotary Press" 140 Canton Road, since the end of 1937, when this enterprise was established by a group of Soviet citizens, including several former employees of the "China Daily Herald".

He is also reported to be a partner in the "Fleet's Book Store", 798 Avenue Joffre, where Mrs. N. Karukes nee Miroschnikoff, his wife, is employed.

The Karukes couple and Mrs. E.P. Miroschnikoff, mother of Mrs. Karukes, are reported to be active members of the Soviet citizens club, 805 Avenue Roch. In 1939 when a plan of opening a school for Soviet citizen's children was discussed, Mrs. Miroschnikoff was mentioned as a candidate for the post of Headmistress of the proposed school.

Karukes is reported to have a good working knowledge of the Chinese language.

Enquiries from Russian and Chinese sources have so far failed to trace any connection between Karukes

FILE

DAE/3/3

SHANGHAI MUNICIPAL POLICE.

File No.

REPORT

Station,

Date.....19

- 2 -

Subject (in full)

Made by Forwarded by

or his wife and any Chinese schools in the Settlement
and the French Concession.

The Narukes couple and Mrs. Miroschnikoff reside
at 159 (7) Avenue Haig.

A. Prokofiev

D. S. I.

D. C. (Special Branch).

*Copy sent to
'D'*

SECRET

February 10th, 1940.

Is anything known concerning a certain
MAUKIS whose wife works in FLEETS Book Store,
708 Avenue Joffre? Apart from the known
connection between Fleet's organizations and
Soviet institutions can any connection be
traced between "M" or his wife and Chinese
schools in the Settlement and the French
Concession, particularly the HWA NGAO School
in Rte. Paul Henri, MEDHURST College.,
CHUNG HWA Girls' School, 458 Rue Lafayette
and the CHUNG KUC Middle School, 386 Rte. des
Siegues.

"Y"

150
(1)